



Board of Supervisors

Dwight Ceresola, Vice Chair 1st District

Kevin Goss, Chair 2nd District

Tom McGowan, 3rd District

Greg Hagwood, 4th District

Jeff Engel, 5th District

AGENDA FOR REGULAR MEETING

JANUARY 17, 2023 TO BE HELD AT 10:00 AM

IN THE BOARD CHAMBERS LOCATED AT 520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA

9:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION

www.countyofplumas.com

AGENDA

The Board of Supervisors welcomes you to its meetings which are regularly held on the first three Tuesdays of each month, and your interest is encouraged and appreciated.

Any item without a specified time on the agenda may be taken up at any time and in any order. Any member of the public may contact the Clerk of the Board before the meeting to request that any item be addressed as early in the day as possible, and the Board will attempt to accommodate such requests.

Any person desiring to address the Board shall first secure permission of the presiding officer. For noticed public hearings, speaker cards are provided so that individuals can bring to the attention of the presiding officer their desire to speak on a particular agenda item.

Any public comments made during a regular Board meeting will be recorded. The Clerk will not interpret any public comments for inclusion in the written public record. Members of the public may submit their comments in writing to be included in the public record.

CONSENT AGENDA: These matters include routine financial and administrative actions. All items on the consent calendar will be voted on at some time during the meeting under "Consent Agenda." If you wish to have an item removed from the Consent Agenda, you may do so by addressing the Chairperson.



REASONABLE ACCOMMODATIONS: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (530) 283-6170. Notification 72 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility. Auxiliary aids and services are available for people with disabilities.

STANDING ORDERS

Due to the Coronavirus disease (COVID-19) Public Health Emergency, dated March 16, 2020, the County of Plumas is making several changes related to Board of Supervisors meetings to protect the public's health and prevent the disease from spreading locally.

The Plumas County Health Officer Recommendation Regarding Teleconferencing, issued on September 30, 2021, recommends local legislative bodies, such as commissions, committees, boards, and councils, hold public meetings with teleconferencing as authorized by Government Code section 54953 (e).

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to state or federal social distancing or masking requirements, if applicable. It is strongly recommended that individuals attending meetings wear masks. The public may participate as follows:

Live Stream of Meeting

Members of the public who wish to watch the meeting, are encouraged to view it [LIVE ONLINE](#)

ZOOM Participation

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting.

Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

Matters under the jurisdiction of the Board, and not on the posted agenda, may be addressed by the general public at the beginning of the regular agenda and any off-agenda matters before the Board for consideration. However, California law prohibits the Board from taking action on any matter which is not on the posted agenda unless it is determined to be an urgency item by the Board of Supervisors. Any member of the public wishing to address the Board during the "Public Comment" period will be limited to a maximum of 3 minutes.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

Brief announcements by, or brief reports on their activities by County Department Heads

ACTION AGENDA

1. UPDATES AND REPORTS

A. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

B. MUNIS HR/PAYROLL MODULE UPDATE

Report, and update, on Pentimation, Tyler/ Munis software migration and efforts.

2. CONSENT AGENDA

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board members, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations and/or allocations from reserves will require a four/fifths roll call vote.

A. PUBLIC WORKS

- 1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Works Department and Cascade Software Systems for Maintenance and Services of Cost Accounting System; effective July 1, 2022, not to exceed \$30,000.00; approved as to form by County Counsel. [View Item](#)

B. COUNTY COUNSEL

- 1) Approve and authorize Chair to sign an agreement between Plumas County and Attorney Alison Berman; for Public Defender services, effective February 1, 2023; approved as to form by County Counsel. [View Item](#)

3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

The Board of Supervisors sits as the Governing Board for various special districts in Plumas County including Dixie Valley Community Services District; Walker Ranch Community Services District; Plumas County Flood Control and Water Conservation District; Beckwourth County Service Area, Quincy Lighting District; and Crescent Mills Lighting District.

A. CONVENE AS THE COUNTY SERVICE AREA #12 GOVERNING BOARD.

- 1) Selection of a representative from CSA #12 to serve on the Social Services Transportation Advisory Council; discussion and possible action. [View Item](#)

B. ADJOURN AS THE COUNTY SERVICE AREA #12 GOVERNING BOARD AND RECONVENE AS THE BOARD OF SUPERVISORS

4. DEPARTMENTAL MATTERS

A. FACILITY SERVICES & AIRPORTS - JD Moore

- 1) Approve and authorize the Director of Facility Services & Airports to advertise for bids for the runway pavement joint reseal project at Nervino Airport, and Rogers Field; discussion and possible action. [View Item](#)

B. SHERIFF'S OFFICE - Todd Johns

- 1) Approve and authorize fixed asset purchase of a new 2022 Polaris snowmobile for the Sheriff's OHV/OSV program; not to exceed \$17,500.00; and authorize supplemental budget transfer of \$292.00 from Out of County Travel Department Acct. # 527500 - in to Patrol Equipment Department Acct. # 545700 to cover the over budget costs of snowmobile purchase; discussion and possible action. **Four/fifths required roll call vote** [View Item](#)

C. AUDITOR CONTROLLER - Martee Nieman (Graham)

- 1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County and Rodney Craig Goodman Jr., for consulting and training services of the Auditor-Controller's Office; effective January 1, 2023 - December 31, 2023; not to exceed \$130,000.00; approved as to form by County Counsel; discussion and possible action. [View Item](#)

D. HUMAN RESOURCES - Nancy Selvage

- 1) Adopt a **RESOLUTION** to approve employee offers of affordable Health Insurance required under the Patient Protection and Affordable Care Act (ACA); discussion and possible action.
Roll call vote [View Item](#)

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

- A. Brief announcement and report from the County Administrative Officer.

6. BOARD OF SUPERVISORS

- A. Review, pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on February 14, 2023. [View Item](#)
- B. Review, pursuant to Government Code section 8630, RESOLUTION No. 21-8601 and RESOLUTION No. 21-8605 ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 60 days, on March 14, 2023. [View Item](#)
- C. Correspondence
- D. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Public Employee Employment, Appointment, Recruitment, Performance Evaluations, Including Goals, Pursuant to Government Code Section 54957:
 1. Agricultural Commissioner
 2. Behavioral Health Director
 3. Building Services Director
 4. Chief Probation Officer
 5. Child Support Services Director
 6. County Administrative Officer
 7. County Counsel
 8. Environmental Health Director
 9. Facility Services Director
 10. Fair Manager
 11. Human Resources Director
 12. Information Technology Director
 13. Library Director
 14. Museum Director
 15. Planning Director
 16. Public Health Director
 17. Public Works Director
 18. Risk & Safety Manager
 19. Social Services Director

- B. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- C. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- E. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 – Plumas County v. Pacific Gas and Electric Company, et al, Superior Court of the State of California, County of San Francisco, Original Case No. CGC-21-596070

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

8. ADJOURNMENT

Adjourn meeting to Tuesday, February 7, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: January 17, 2023

SUBJECT: Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Works Department and Cascade Software Systems for Maintenance and Services of Cost Accounting System; effective July 1, 2022, not to exceed \$30,000.00; approved as to form by County Counsel.

Recommendation

The Department of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute a Professional Services Agreement for Maintenance and Systems Services for Public Works Cost Accounting System with Cascade Software Systems, in an amount not to exceed Thirty Thousand Dollars (\$30,000.00) retroactive to July 1, 2022.

Background and Discussion

The Plumas County Department of Public Works utilizes a specialized cost accounting software system for its in-house accounting needs.

As the contract with the vendor has expired, a new contract is necessary in order for the vendor to continue to provide maintenance and systems support for this software.

The attached Contractor Services Agreement has been reviewed and approved as to form by County Counsel.

Funding for this Services Agreement is included in the Budget adopted by the Board of Supervisors on September 30, 2022.

Action:

Contract Award of Professional Service Agreement for Maintenance and Systems Services for Public Works Cost Accounting System with Cascade Software Systems, in an amount not to exceed Thirty Thousand Dollars (\$30,000.00) retroactive to July 1, 2022.

Attachments:

1. Cascade Software Contract

Contractor Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Public Works Department (hereinafter referred to as "County"), and Cascade Software Systems, Inc., an Oregon Corporation hereinafter referred to as "Contractor".

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto (the "Scope of Work").
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Thirty Thousand Dollars and No/100 (\$30,000) over the term of this Agreement.
3. Term. The term of this agreement shall be from July 1, 2022 through June 30, 2025. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2022 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Labor and Materials. Unless other provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

7. **Warranty and Legal Compliance.** The services provided under this Agreement shall be completed promptly and competently. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
10. **Insurance.** Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.

- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insured's. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
 - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of the Agreement; and
 - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representative and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
 - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsement necessary to effectuate this provision.
- d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement and Contractor shall verify subcontractor's compliance.

11. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

COUNTY:

County of Plumas
Road Department
1834 E. Main Street
Quincy, CA 95971
Attention: John Mannle

CONTRACTOR:

Valsoft Inc, DBA Cascade Software Systems, Inc.
132 E. Broadway, Ste 800
Eugene, OR 97401
Attention: Ayren Spinner

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Non-exclusive Agreement. Contractor acknowledges that County may enter into agreements with other contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to the services contemplated by this Agreement.

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

IN WITNESS WHEREOF, this Agreement has been executed as of the date first set forth above.

CONTRACTOR:

Cascade Software Systems, Inc.

By: Ayren Spinner

Name: Ayren Spinner

Title: President

Date signed: 12/31/2022

By: Michael Lightfoot

Name: Michael Lightfoot

Title: Secretary

Date signed: 12/31/2022

COUNTY:

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

By: John Mannie

Name: John Mannie

Title: Director of Public Works

Date signed: 1/5/23

Plumas County

By: _____

Name: _____

Title: Chair, Board of Supervisors

Date Signed: _____

ATTEST:

Heidi White, Clerk of the Board

Approved as to form:


Joshua Brechtel
Deputy County Counsel I

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

Provide Plumas County Department of Public Works maintenance and systems services for the Cost Accounting Management System (CAMS) as set forth in the attached Exhibit A-1.

EXHIBIT B

Fee Schedule

Fees for FY 22/23 shall be as stated on Exhibit A-1.

Fees for FY 23/24 and FY 24/25 shall be proposed by Contractor via written notice given at least thirty (30) days prior to the beginning of those fiscal years (7/1/2023 and 7/1/2024, respectively), and the County may elect to accept such fees or terminate the contract effective at the beginning of the new fiscal year. Total compensation paid by County to Contractor shall not exceed \$9,000 for each fiscal year, and shall not exceed \$30,000 for the entire term of the contract.

Exhibit A-1

Cascade Software Systems

132 E Broadway Suite 800
Eugene, OR 97401
541-343-9160

MEMO

DATE 5/1/2022

CUSTOMER

County of Plumas - DPW

1834 E. Main Street

Ovingy, CA

Quigley, &
Rhonda Isitt

rhondaisitt@countyofplumas.com,carleetone@countyofplumas.com

re: WinCAMS Maintenance Rates for FY 2022-2023

In accordance with the current CAMS Agreement for Maintenance and System Services, I hereby submit updated rates for FY 2022-2023:

The following hourly billing rates will be in effect during FY 2022-2023

Custom Programming	\$ 170.00
SQL/DBA Services	\$ 185.00
Onsite time	\$ 200.00
Project Management	\$ 185.00



OFFICE OF THE
COUNTY COUNSEL
COUNTY OF PLUMAS
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GRETCHEN STUHR
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DEPUTY COUNTY COUNSEL
JOSHUA BRECHTEL
DEPUTY COUNTY COUNSEL
KRISTINA ROGERS
PARALEGAL

January 17, 2022

INTEROFFICE MEMORANDUM

TO: Honorable Board of Supervisors, County of Plumas

FROM: Gretchen Stuhr, *County Counsel*

SUBJECT: Approval of Public Defender Contract

Background:

The County Counsel's Office has been given the task of drafting a public defender contract with Alison Bermant for the permanent replacement of Stacey Montgomery.

Proposal:

The County Counsel's office would like the Board of Supervisors to approve the permanent replacement Public Defender contract with Alison Bermant, effective February 1, 2023.

Action:

It is recommended that the Board of Supervisors approve the attached Agreement.

END OF MEMORANDUM

**PLUMAS COUNTY
PUBLIC DEFENDER CONTRACT
For Attorney's Services Rendered
Under Court Appointment**

WHEREAS, ALISON BERMANT, (hereafter "Attorney") and Plumas County, a political subdivision of the State of California (hereafter "County") seek to enter this contract; and,

WHEREAS, on January 17, 2023, the Plumas County Board of Supervisors considered and approved the terms and conditions that follow,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Qualifications: Attorney is qualified to practice law in California and to perform this contract. Nothing in this contract shall be construed to modify the Attorney's obligation to obey the Rules of Professional Conduct of the State Bar of California. County is authorized to enter this contract under Penal Code §987.2(b).

2. Term of Contract: This contract shall commence with an effective date of February 1, 2023 and end on May 31, 2024, unless terminated earlier in accordance with paragraph 13 below.

3. Attorney's Services: Attorney's services shall be limited annually to approximately one-third (1/3rd) of the total appointments made by the County's courts and, more specifically, to one-third (1/3rd) of each type of case as described more fully in Paragraph 4, below. The Attorney acknowledges that one-third (1/3rd) is an approximation, and agrees not to refuse appointments on the ground of disproportionality, prior to conferring in good faith with the County Counsel or Superior Court Judges.

Attorney shall accept all assignments by the Court, where no conflict exists, for those matters enumerated in Government Code Section 27706 or as required by the laws of the United States and the State of California, except that Attorney is not obligated to represent defendants as excluded below:

(1) conservatorship cases; (2) state appellate court cases after filing of the notice of appeal and motion to appoint counsel per Penal Code Section 1240.1 [both misdemeanor and felony appeals are excluded]; (3) Family Support OSC Re: Contempt cases; (4) cases in which a violation of Penal Code Section 187 is charged; (5) Welfare and Institutions Code Section 300 cases; and (6) court scheduled probation status reviews and no more than two (2) pro per habeas corpus petitions per fiscal year.

4. Appointment Process: In order to ensure that the Attorney receives the correct one-third (1/3rd) proportion of cases annually, and to provide for alternative arrangements when the Attorney is unavailable, the following process shall be used:



Attorney's Initials

- 1 -

County Initials _____

(a) Monthly Reports on Appointments: By the fifteenth (15th) day of each month (e.g., January 15, February 15, etc.), the Attorney shall make a written report to the County Counsel, or such other County office designated as County's representative by the Board of Supervisors, identifying each court appointment for the prior month. Each appointment shall be categorized under one of four separate categories as follows: Felonies, Misdemeanors, Juvenile, Other. For each appointment there shall be stated the date of appointment, the case number, court, and the code section describing the charge or proceeding. If the Attorney does not timely make such written report, the County may withhold sums due to the Attorney until the Attorney delivers the late written report to the County.

(b) Monthly Report Summaries: County Counsel shall summarize the Attorney's monthly reports showing the total number of appointments in each of the four categories, and that number as a percentage of all appointments made to County's contract public defenders. This summary shall be forwarded promptly to the County's judges.

(c) Attorney Availability: The scheduling of court appointments shall be arranged between the Attorney and the Superior Court Judges according to the following criteria:

(1) The Attorney shall be available to receive court appointments. Recognizing that vacations, illness, or private law practice may cause unavailability from time to time, Attorney shall provide adequate prior notification of the Attorney's unavailability to the court, to the extent possible. Attorney shall arrange for a substitute attorney acceptable to the court to handle Attorney's calendar during the period of Attorney's unavailability. If a substitute for Attorney has been approved in advance by the court, then the substitute may be appointed in lieu of the Attorney, and this shall not be deemed a prohibited assignment of the contract. Attorney shall be responsible for any fees and expenses incurred by such substitute attorney, and Attorney is encouraged to negotiate in advance with such substitute attorney regarding these fees and expenses. Should Attorney not arrange for a substitute attorney during a period of unavailability, Attorney shall still be responsible for any fees and expenses incurred by an attorney or attorneys appointed by the court in Attorney's place.

(2) The Attorney shall coordinate with the County's other contract public defenders to ensure that at least one is present in court on law and motion days. If coordination cannot be arranged by and between the attorneys, the judge shall have the right under this contract to demand that the Attorney be present for a particular law and motion day.

(d) Court Use of Monthly Reports: In appointing defense counsel under this contract, the County's judges will use the County's monthly report summaries to permit each contract public defender the opportunity to attain his or her target percentage of service; provided, however, that the judges may also consider a variety of other factors such as: conflicts of interest; past representation of the same client; and the availability of other contract public defenders.



Attorney's Initials

(e) Default: In the event that the Attorney declines appointment or is unavailable for appointment without justification under this contract, and a substitute attorney is not provided at Attorney's cost pursuant to subparagraph (c)(1) above, then the court shall notify County of the Attorney's default in performance. The County may declare the default to be a material breach of this contract, and good cause for contract termination.

5. Cases Pending on Commencement of Contract: Public defender cases to which the Attorney was appointed by County's courts prior to February 1, 2023, shall continue to be handled by the Attorney and shall be included in the services for which compensation is made under this contract. If within the scope of services provided by this contract. Subject to appointment by the Court in such cases, Attorney agrees to take over the public defender caseload to which attorneys Robert Zernich and Stacey Montgomery were appointed by the County's Courts prior to the effective date of this contract.

6. Compensation: The Attorney shall be compensated monthly on the first day of each month following the month when services are rendered, based on a rate of \$9,178.61 per month as the total compensation due Attorney under the contract. Compensation shall increase 1.5% each year thereafter. Except as set forth below, this monthly compensation is the total compensation due Attorney under the contract.

(a) Long Trials: For any trial exceeding five days, the Attorney shall be paid at the rate of \$57.50 per hour for all work after the fifth day.

(b) Complex Pretrial Preparation: For cases involving extraordinarily complex pretrial preparation, in excess of 20 hours, the Attorney may be entitled to additional compensation at the rate of \$57.50 per hour upon approval by the court. The Attorney shall be responsible for making and preserving records justifying the amount of additional compensation.

(c) Cases Transferred to Plumas County: The Attorney shall not be required to accept appointment to cases which have been transferred by another jurisdiction for trial in Plumas County, but the Attorney may accept such cases and be paid by the transferring court by agreement pursuant to Penal Code §987.2.

7. Expenses of County: The County shall pay for all services of a court reporter when such services are required by law. Subject to court approval, the County shall also pay all witness fees, including expert witnesses, laboratory services and forensic services. The costs of investigative personnel in non-routine cases, where there is prior court authorization, shall be paid by the County. Appointment of counsel other than the Attorney shall be an expense of the County when:

(a) The court finds that a case is so complex that it requires legal specialization the Attorney does not possess.

(b) The court finds a conflict of interest in appointing the Attorney.



Attorney's Initials

(c) The court transfers venue outside of the County.

(d) The court substitutes another attorney to resolve a scheduling conflict in or between the courts.

8. Private Practice: The Attorney shall be permitted to engage in private practice to the extent that there is not substantial interference with performance of this contract. The Attorney shall be prohibited from privately representing any person who has previously appeared unrepresented in court on the same matter, who requested a court-appointed attorney and the Attorney declined to be appointed to the case.

9. Independent Contractor: The Attorney's relationship to the County is one of independent contractor and not employment. Attorney represents and warrants that Attorney is engaged in a profession described by California Labor Code section 2783 as a lawyer holding an active license from the State of California. Attorney represents and warrants that Attorney maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Attorney shall have the right to set his/her/its own hours and location of work, consistent with the nature of the services provided under this Agreement. Attorney shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in this contract without restriction by County. County is interested only in the results to be achieved from Attorney's performance of the services. Attorney shall provide his/her/its own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Attorney shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out as available to perform the same type of work. County shall have no authority, control, or liability regarding Attorney's performance or activities, before or after each instance, that Attorney may perform under this Agreement. Attorney will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Attorney of any representation, warrant or agreement made by Attorney hereunder or arising out of Attorney's services.

10. Insurance: The Attorney shall be responsible at all times, during the term of this contract, for having professional malpractice insurance in an amount of at least \$100,000 per claim and \$300,000 for all claims made on an annual basis. If County requires higher coverage, County shall reimburse the Attorney for the additional cost. If legal developments in California reduce immunity from malpractice, and malpractice insurance costs for criminal work increase substantially, the Attorney may notify the County Administrator to open the contract to discuss an increase in compensation only to cover those cost increases.

11. Termination of Contract: Upon termination of this contract, the Attorney shall request the court to be relieved of pending cases except those set for trial. If the court denies a request, the Attorney shall be entitled to reasonable compensation for his or her services in that case, as determined by the court.

Either party may terminate this contract before its stated expiration after first serving on the other party notice of intent to terminate, at least sixty days prior to the date the termination will take

AB Attorney's Initials

effect; provided, that the County shall terminate only for good cause and shall offer an opportunity for a hearing on that issue before the Board of Supervisors or a Board-assigned hearing officer whose determination shall be final. Provided, however, that County shall terminate this contract if it is determined by the Superior Court that Attorney is not properly performing Attorney's duties hereunder, and County may terminate this contract immediately should the Plumas County Board of Supervisors fail to appropriate sufficient funds for this contract.

ATTORNEY
State of California

By *Alison Berman*
Alison Berman

By _____
Dated: 1/4/23

COUNTY OF PLUMAS

By _____
Dwight Ceresola, Chair
Board of Supervisors

ATTEST:

By _____
Heidi White, Clerk of the Board

Approved as to form:

Gretchen Stuhr
Gretchen Stuhr
Plumas County Counsel

AB Attorney's Initials

The Plumas County Superior Court has determined that the attorney listed above possesses the requisite ability to represent adequately indigent persons in the above-described matters before the Court. The Court has further determined that the compensation provided for herein constitutes reasonable compensation for assigned counsel in the above-described indigent cases. The judicial act of assigning counsel with knowledge of this contract shall constitute judicial approval and ratification of such reasonable compensation under the circumstances.

Dated: _____, 2023

PLUMAS COUNTY SUPERIOR COURT
By Hon. Douglas Prouty, Presiding Judge



Attorney's Initials

- 6 -

County Initials _____



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: John Mannle, Director of Public Works
MEETING DATE: January 17, 2023
SUBJECT: Selection of a representative from CSA #12 to serve on the Social Services Transportation Advisory Council.

Recommendation

The Executive Director of the Plumas County Transportation Commission respectfully recommends that the Governing Board of CSA #12 provide a representative to serve on the Social Services Transportation Advisory Council.

Background and Discussion

Senate Bill No. 498, approved by the Governor of California on September 16, 1987, requires the establishment of a Social Services Transportation Advisory Council (SSTAC) to serve as an advisory body to the Plumas County Transportation Commission regarding the transit needs of transit dependent and transit disadvantaged persons, including the elderly, handicapped, and person of limited means.

The make-up of SSTAC requires a representative from the CSA #12 as the "Consolidated Transportation Service Agency." Supervisor Jeff Engel has represented CSA #12 until the expiration of his term in 2022. The Plumas County Transportation Commission (PCTC) requests that the Governing Board of CSA #12 provide the name of a representative for appointment to the SSTAC. The Governing Board may extend the Supervisor Engels tenure on the SSTAC or provide a new name for appointment to the SSTAC by the PCTC during their January 23, 2023 meeting.

Action:

Selection of a representative from CSA #12 to serve on the Social Services Transportation Advisory Council.

Attachments:

None



**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: JD Moore, Director of Facility Services

MEETING DATE: January 17, 2023

SUBJECT: Approve and authorize the Director of Facility Services & Airports to advertise for bids for the runway pavement joint reseal project at Nervino Airport, and Rogers Field; discussion and possible action.

Recommendation

Approve and authorize the Director of Facility Services & Airports to advertise for bids for the runway pavement joint reseal project at Nervino Airport in Beckwourth, and Rogers Field in Chester.

Background and Discussion

Plumas County, with Federal assistance from the Federal Aviation Administration (FAA) under the Airport Improvement Program (AIP) proposes to reseal the existing joints and cracks in the runway pavements at Nervino Airport, and Rogers Field.

It is important that the joints are resealed to protect the underlying base course and subsoils from infiltration of water, which leads to deterioration of the pavements. The joints have been resealed approximately every 5-7 years, and needs to be completed again in order to extend the life of the pavement.

The project will be bid with two bid schedules- Schedule A for Nervino Airport, and Schedule B for Rogers Field.

The Engineer's estimate for this project is:

- Schedule A- \$300,000 to \$400,000
- Schedule B- \$750,000 to \$850,000

FAA participation is 90%

State participation is 4.5%

Sponsor (County) participation is 5.5% and will be paid for out of the Airport Budget (0110)

Bid documents (plans/specifications) will be available online, through CIP List.com at
<http://www.ciplist.com/plans/?Plumas/county/218>

Action:

The Department of Facility Services & Airports respectfully recommends that the Board of Supervisors approve Facility Services & Airports to advertise for bids for the runway pavement joint reseal project.

Attachments:

1. Plumas County Joint Seal RW Pavements 2023 Specs

PLUMAS COUNTY, CALIFORNIA

SPECIFICATIONS FOR

SCHEDULE A
NERVINO AIRPORT
BECKWOURTH, CALIFORNIA
RESEAL JOINTS IN RUNWAY 8-26 PAVEMENTS
AIP NO. 3-06-0020-__-2023

SCHEDULE B
ROGERS FIELD
CHESTER, CALIFORNIA
RESEAL JOINTS IN RUNWAY 16-34 PAVEMENTS
AIP NO. 3-06-0040-__-2023

FEBRUARY 2023

PREPARED BY:

BRANDLEY ENGINEERING, INC.
LOOMIS, CALIFORNIA

SPECIFICATIONS FOR

SCHEDULE A

NERVINO AIRPORT

BECKWOURTH, CALIFORNIA

RESEAL JOINTS IN RUNWAY 8-26 PAVEMENTS

AIP NO. 3-06-0020-__-2023

SCHEDULE B

ROGERS FIELD

CHESTER, CALIFORNIA

RESEAL JOINTS IN RUNWAY 16-34 PAVEMENTS

AIP NO. 3-06-0040-__-2023

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DIVISION I

ORGANIZATION OF SPECIFICATIONS

DIVISION I **ORGANIZATION OF SPECIFICATIONS**

These specifications include the required FAA General Provisions and FAA General Construction Items in Division III, which are taken from Advisory Circular 150/5370-10H, "Standards for Specifying Construction of Airports." Also included are Bidding and Contract Documents (Division II), Special Conditions (Division IV).

The FAA Technical Provisions of this specification are based on Advisory Circular 150/5370-10H, "Standards for Specifying Construction of Airports." This standard specification has been modified to contain sections specifically applicable to this Project and to include requirements specifically related to the Project site.

This project includes the resealing of airfield pavement joints and the remarking of airfield pavement markings at Nervino Airport and at Rogers Field, and is being bid with two bid schedules, as follows:

Schedule A – Nervino Airport, Beckwourth, California, Reseal Joints in Runway 8-26 Pavements, AIP No. 3-06-0020-__-2022

Schedule B – Rogers Field, Chester, California, Reseal Joints in Runway 16-34 Pavements, AIP No. 3-06-0040-__-2022

Airport Construction Safety and Phasing Plans (CSPP) have been prepared to outline all safety issues related to the proposed construction. The CSPP for Nervino Airport is included in these specifications as Appendix A. The CSPP for Rogers Field is included in these specifications as Appendix B. The Contractor will be required to submit all reports designated in the CSPPs and implement all safety measures set forth in these plans.

There will be no Quality Control (QC) requirements of the Contractor during the construction of this project. The Owner is responsible for Quality Assurance (QA) to confirm that all work has been performed in accordance with the plans and specifications. The Contractor is encouraged to provide quality control on all materials and construction operations to assure quality materials and conformance with specifications. A Required Submittals List has been included in these specifications in Appendix C.

DIVISION II

BIDDING AND CONTRACT DOCUMENTS

PART A

INVITATION FOR BIDS

SEALED PROPOSALS must be delivered to Plumas County Facility Services and Airports, 198 Andy's Way, Quincy, California 95971, clearly marked:

**SEALED BID
PLUMAS COUNTY**

**SCHEDULE A – NERVINO AIRPORT - RESEAL JOINTS IN RUNWAY 8-26
PAVEMENTS**

SCHEDULE B – ROGERS FIELD – RESEAL JOINTS IN RUNWAY 16-34 PAVEMENTS

until 2:00 p.m. local time on _____, _____, 2023, at which time and place they will be opened and publicly read aloud. These proposals shall be for furnishing all labor, material, tax, transportation, equipment, and services necessary for the construction of all work covered by:

**SCHEDULE A
NERVINO AIRPORT
BECKWOURTH, CALIFORNIA
RESEAL JOINTS IN RUNWAY 8-26 PAVEMENTS
AIP NO. 3-06-0020-__-2023**

**SCHEDULE B
ROGERS FIELD
CHESTER, CALIFORNIA
RESEAL JOINTS IN RUNWAY 16-34 PAVEMENTS
AIP NO. 3-06-0040-__-2023**

Obtaining or Inspecting Contract Documents. Bid documents (plans/specifications) may be obtained beginning _____, 2023, online through CIP List.com at <http://www.ciplist.com/plans/?Plumas/county/218>

All addenda will be posted through CIP List.com.

Contract Time. This work shall be constructed in accordance with details as shown on the plans and described in the specifications for this project. All the work to be performed under *Schedule A* of this contract shall be completed within **ten (10) working days** and all the work to be performed under *Schedule B* of this contract shall be completed within **fifteen (15) working days**.

Bidder's Bond. Bids must be sealed and accompanied by cash, a certified or cashier's check, equivalent to ten percent (10%) of the proposal, payable to the order of Plumas County, to guarantee that if a proposal is accepted, a contract will be entered into and its performance secured. A Bidder's Bond to like effect and amount with a corporate surety will be acceptable for this project. Bids must

be in writing and signed by or on behalf of the bidder. Contractor must have appropriate license during all times construction work is underway.

Award of Contract. The contract will be awarded on the basis of UNIT BID price and will provide for progressive payments and liquidated damages as fixed in the specifications. All proposals must be made on the forms as contained in the specifications for the previously described project and shall in all respects comply with the Instructions to Bidders and Contract Documents. Bids must be in writing and signed by or on behalf of the bidder. Each bidder must supply all the information required by the bid documents and specifications.

The lowest responsible bidder will be determined based on the total of Schedule A and Schedule B combined. The Owner reserves the right to award the contract for Schedule A or Schedule B or for Schedule A and Schedule B as set forth in the bid form depending on available funding from the Federal Aviation Administration.

Plumas County reserves the right to reject any and/or all bids or to utilize any alternate procedures as authorized by California Public Contracts Code Sections 20166 and 20167, and accept such bids as are to the best interest of the County. No bidder may withdraw his/her bid for a period of one hundred twenty (120) days after the date set for the opening thereof.

Bonding Requirements. The successful bidder will be required to furnish a Performance Bond for 100 percent of the contract price to secure fulfillment of all the bidder's obligations under such contract. The successful bidder will further be required to furnish a Labor and Material Bond for 100 percent of the contract price to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Federal Provisions. The work to be done is being financed in whole or in part by means of a grant made by the United States acting through the Federal Aviation Administration of the Department of Transportation. This project is subject to the Federal provisions, statutes and regulations as set forth in the project specifications.

This project is under and subject to the Equal Opportunity Clause and Wage Rate Decision contained in the contract documents.

The County of Plumas hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Plumas County has established a contract goal of 1% Race Neutral for the utilization of firms owned and controlled by socially and economically disadvantaged persons for this project.

Title IV – Civil Rights Act – Plumas County in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit

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

Pre-Bid Conference. The County will hold pre-bid conferences on _____, _____, 2023 at the following locations:

Nervino Project: _____ .m. in _____, Nervino Airport, Beckwourth, California.

Rogers Field Project: _____ .m. in _____ Rogers Field, Chester, California.

All interested bidders are invited to attend. If desired the Contractor will be allowed to inspect the projects at Nervino Airport and at Rogers Field at these times.

Contractor's License Classification. A contractor will not be required to be licensed to prepare a bid for the project but must be licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code, before performing any work on the project. A license of the classification required for the work proposed under this contract is mandatory.

DIR Registration: In accordance with Senate Bill 854 (SB 854), all contractors submitting a bid for this project must be registered with the Department of Industrial Relations (DIR). All contractors and subcontractors who bid and work on any County-awarded public works project must be registered.

Securities

Monthly progress payments shall be made to the Contractor for the value of the work completed during the preceding month, less a five percent (5%) security withhold. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor upon satisfactory completion of the contract. Securities eligible for investment under this section shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

PLUMAS COUNTY

Date: _____

PART B
INSTRUCTIONS TO BIDDERS

Notice is hereby given that sealed bids will be received by Plumas County Facility Services and Airports, 198 Andy's Way, Quincy, California 95971, at the time set forth in the Invitation for Bids for the furnishing of all required tax, labor, material, transportation, and equipment necessary for the construction of all work covered by

SCHEDULE A
NERVINO AIRPORT
BECKWOURTH, CALIFORNIA
RESEAL JOINTS IN RUNWAY 8-26 PAVEMENTS
AIP NO. 3-06-0020-__-2023

SCHEDULE B
ROGERS FIELD
CHESTER, CALIFORNIA
RESEAL JOINTS IN RUNWAY 16-34 PAVEMENTS
AIP NO. 3-06-0040-__-2023

all in accordance with the plans and specifications on file with Plumas County Facility Services Department, Quincy, California 95971, to which bidders are particularly referred.

Immediately after the time set for opening of bids, the proposals will be publicly opened and read at the Plumas County Facility Services and Airports, 198 Andy's Way, Quincy, California 95971, and will be referred to and considered by the Board of Supervisors at its regular meeting. Any bid received after the time specified will be returned to the bidder unopened.

1. SCOPE OF PROJECT

The work to be done under this contract consists of furnishing all materials, plant and equipment, and performing all necessary labor in accordance with the prepared plans, specifications, and special provisions as directed by the County or its authorized representative, as follows:

Schedule A – Nervino Airport

- Reseal Existing Joints and Cracks (Mastic Sealant) in Runway 8-26 Pavements (46,100 ln. ft.)
- Reseal Existing Joints in Runway 8-26 Pavements (4,100 ln. ft.)
- Reseal Existing Joints and add Backer Rod in Runway 8-26 Pavements (600 ln. ft.)
- Reseal Existing Cracks in Runway 8-26 Pavements (2,000 ln. ft.)

Schedule B – Rogers Field

- Reseal Existing Joints and Cracks (Mastic Sealant) in Runway 16-34 Pavements (87,000 ln. ft.)
- Reseal Existing Joints in Runway 16-34 Pavements (15,500 ln. ft.)

- Reseal Existing Joints and add Backer Rod in Runway 16-34 Pavements (1,000 ln. ft.)
- Reseal Existing Cracks in Runway 16-34 Pavements (15,000 ln. ft.)

Perform all work and furnish all materials incidental to the above and in accordance with the prepared plans, specifications, and special provisions and/or as directed by Plumas County or its authorized representative.

The Engineer's Estimate for this project is
Schedule A - \$300,000 to \$400,000
Schedule B - \$750,000 to \$850,000

2. PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

3. LOCAL CONDITIONS

Bidders are notified that they must carefully examine the Plans and Specifications, annexed forms of Proposal, General Conditions, and Contract and thoroughly familiarize themselves with all State and other laws pertaining to this improvement. They must also examine and judge for themselves as to the location and character of the proposed work, the amounts and quality of the materials required, the work to be done, the probable soil classification, and other features to be encountered. No allowance will be made to any bidder because of lack of such examination or knowledge. Bidders will be permitted to make such tests and examinations as they deem necessary to determine the character of the material which will be encountered in excavation. Such tests and examinations shall not interfere with airport operations and shall have prior approval of the Owner.

If any bidder is in doubt as to the true meaning of any part of the drawings, specifications, or other Contract Documents, or finds discrepancies in, or omissions from, the drawings or specifications, he/she may submit to the Design Engineer a written request for a clarification or correction thereof not later than seven (7) days before the date bids will be opened. The person submitting the request will be responsible for its prompt delivery. Any clarification or correction will be made by written addendum, which shall be mailed or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the Contract Documents.

Any addenda issued before the time in which to submit bids expires shall form a part of the Contract Documents and shall be covered in the bid. Each bidder shall confirm receipt of any and all addenda in the space provided in Paragraph 1 of the bid form.

No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same work, unless alternate bids are called for.

4. EXISTING FACILITIES

The Contractor's attention is directed to the fact that the existing airport facilities must be kept in operation with an absolute minimum of interference, except as specified in the Special Conditions section of these specifications, in order that no delays or hazards affect the using of this airport facility. The Contractor shall be required to plan and coordinate his/her work with the Engineer in such a manner as to ensure safety and a minimum of hindrance to the public using the facilities. All construction and access to the construction must be confined to the limits designated by the Engineer. The runways and taxiways at the airports will be closed during construction of the project but the aprons and hangars shall be kept open for aircraft operations.

5. BIDDER'S QUALIFICATIONS

It is required that a Contractor hold a valid contractor's license of a class corresponding to the work to be done in accordance with the State Contractor's License Law requirements under the provisions of Chapter 791, Statutes of California, 1929, as amended.

All subcontractors or lower-tier contractors will be required to have a valid California Contractor's License before they may do any work on the project. Material suppliers are not required to have a contractor's license.

6. SUBLetting OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof, or of his/her right, title, or interest therein, without written consent of the Owner. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his/her own organization not less than 30 percent of the total contract cost, except that any items designated by the Contractor and approved by the Owner as "specialty items" may be performed by subcontract and the cost of any such specialty items so performed by subcontract may be deducted from the total cost before computing the amount of work to be performed by the Contractor with his/her own organization. No subcontracts or transfer of contract shall release the Contractor of his/her liability under contracts and bonds.

7. IDENTIFICATION OF SUBCONTRACTOR BY BIDDERS

The Bidder shall include in his/her proposal for the work the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the general contractor's total bid, and the portion of the work which will be done by each subcontractor.

8. FORM OF PROPOSAL

All proposals must be submitted on the form furnished herewith and bound herein, and in addition to the necessary unit price items to make a complete bid, all blanks giving general information must be filled in and the bid signed by the Contractor or his/her duly authorized agent.

Proposals for the project described in Paragraph 1 of this section must be enclosed in a sealed envelope plainly addressed and marked as set forth in the Invitation for Bids and must be on file prior to the time of opening of bids.

Each bid must be accompanied by cash, a certified check or cashier's check upon a bank in good standing, payable to Plumas County, or an acceptable Bid Bond to Plumas County, in the amount of at least ten percent (10%) of the total amount of the bid for construction cost. Such check or bond shall be forfeited and become the property of Plumas County if the bidder fails or refuses to enter into a contract and furnish satisfactory bonds within fifteen (15) calendar days after due notification that his/her bid has been accepted. The check or bond accompanying the accepted bid will be retained until the contract documents have been signed by the successful bidder and approved by Plumas County and the Federal Aviation Administration.

All bidders must submit with their bids a list of their proposed subcontractors in compliance with Sections 4100-4113 of the Government Code of the State of California. Forms for this designation are furnished in the Contract Documents.

The proposals may be rejected if they show any alteration of forms, additions not called for, conditional or alternative bids, incomplete bids, erasures or irregularities of any kind.

Plumas County reserves the right to retain the checks or bonds of the three lowest bidders until an approved contract has been signed. All other bidders' checks will be returned by Plumas County.

9. BASIS OF AWARD

In making the award of the contract the County will consider the balanced character of the bids, the experience and ability of the bidders, as well as the extension of the estimate of quantities at the unit prices bid. The Contract will be awarded to the lowest cost for the work subject to the conditions for the basis of award of a contract. The Owner reserves the right to reject any or all bids, to waive irregularities not affecting substantial rights, and to delay the award pending approval of the Federal Aviation Administration.

In case of conflict in the proposal between unit price bid and the extended total, the unit price bid shall govern. In case of conflict between words and numerals the words, unless obviously incorrect, shall govern.

The basis of the award is subject to all conditions as contained in these specifications. It is understood and agreed that all equipment and material items shall be under immediate control of the Contractor prior to the time they will be needed to complete the work at the Airport.

The contract will be awarded to the lowest bid by a responsive and responsible contractor.

The lowest responsible bidder will be determined based on the total of Schedule A and Schedule B combined. The Owner reserves the right to award the contract for Schedule A or Schedule B or for Schedule A and Schedule B as set forth in the bid form depending on available funding from the Federal Aviation Administration.

The contract award will be made within one hundred twenty (120) calendar days after the date set for the opening of the bids. The Contractor shall commence work within ten (10) calendar days after the date set by Plumas County in the written Notice to Proceed to the Contractor.

10. CONTRACT BONDS

Upon receipt of written notice of award of the contract and not more than fifteen (15) days thereafter, the Contractor shall furnish the following bonds with power of attorney issued by a surety licensed to do business in the State of California. The form of the bonds shall be acceptable to the Owner:

- a. Faithful Performance Bond in a sum equal to one hundred percent (100%) of the amount of the contract awarded. This bond shall be made payable to Plumas County to guarantee the faithful performance of the contract.
- b. Labor and Material Bond in a sum equal to one hundred percent (100%) of the amount of the contract awarded. This bond shall be made payable to Plumas County to guarantee the payment of all labor, materials, rentals, etc. This bond shall have specific provisions to assure payment of all unemployment contributions which become due and payable.

11. WORKER'S COMPENSATION INSURANCE

The Contractor shall provide worker's compensation insurance, as required under the laws of the State of California, protecting the employees on the work, and shall pay all premiums due thereunder.

12. PUBLIC LIABILITY INSURANCE

The Contractor shall not commence any work or permit any subcontractor to commence any work until he/she obtains at his/her expense all required insurance. Such insurance must have the approval of the Owner as to limit, form and amount.

Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guarantee period.

For insurance requirements see Article 70-21 of the FAA General Contract Provisions of these specifications.

13. CONTRACT TIME

The Contractor shall begin work within ten (10) calendar days after the date set in the written Notice to Proceed by the Owner and shall diligently prosecute same to completion for all of the proposed construction.

This work shall be constructed in accordance with details as shown on the plans and described in the specifications for this project. All the work to be performed under *Schedule A* of this contract shall be completed within **ten (10) working days** and all the work to be performed under *Schedule B* of this contract shall be completed within **fifteen (15) working days**.

14. LIQUIDATED DAMAGES

If the Contractor refuses or fails to complete the work within the time specified, including authorized extensions, there shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages the sum of Three Thousand Dollars (\$ 3,000.00) for each calendar day subsequent to the time specified for each project and the time the work is actually completed and accepted. Delays caused by adverse weather conditions or conditions for which the Owner is clearly responsible will be added to the contract time.

15. FEDERAL REQUIREMENTS

The work done under this contract is being financed in part by a grant from the U.S. Government under the Airport Improvement Program. The Federal Requirements included in Division III, Part C, Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects must be adhered to by the Contractor:

16. U.S. DEPARTMENT OF LABOR POSTERS

U.S. Department of Labor Posters, Form SOL-155 (10-54), together with the applicable minimum wage rates, as determined by the Secretary of Labor for this project, shall be posted in a prominent place at the site of the work. The name of the FAA District Airport Engineer whom workers may contact in the event they have reason for complaint shall be placed in the box in the middle of the poster. Copies of this poster can be obtained from local Labor Department offices.

17. PAYMENTS

Progress payments shall be made at least once each month as the work progresses. These progress payments shall be based on work accomplished during the previous working month, based on the various contract bid items and the unit bid prices included in the Bid Schedule submitted by the Contractor with his/her bid. In applying for payments, the Contractor shall submit a statement based on this schedule. Payment will be made only for material and work actually incorporated in the work, except as allowed in Article 90-07, Payment for Materials on Hand, of the F.A.A. General Contract Provisions.

18. WITHHOLDING

Owner shall withhold from each payment due the Contractor five percent (5%) of the amount claimed. This 5% of the payment shall be withheld until final acceptance of the total project is given by the Owner, by the Engineer, and by the FAA. After final acceptance of the project is given and the Contractor has submitted acceptable release of all liens and furnished the Engineer acceptable red-lined drawings showing the "as-built" condition of the completed project, and all other applicable

documents listed in Article 90-11, Contractor Final Documentation then the Owner shall release for payment the 5% retention. Owner will make such final payment of retention within thirty-five (35) days of final acceptance of the project and submittal of all Contractor Final Project Documentation.

Pursuant to Government Code Section 4590, at the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the County or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor upon satisfactory completion of the contract.

Securities eligible for investment under this section shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit.

The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

19. DEFINITIONS

Whenever in the specifications or on the drawings the word directed, required, permitted, designated, ordered, or words of like import are used, it shall be understood that the direction, requirement, permission, designation or order of Plumas County is intended; and, similarly, the words approved, satisfactory, suitable, acceptable, or words of like import, shall mean approved by the representative of Plumas County authorized to express such approval.

20. WAGE RATES

All labor on the project shall be paid no less than the minimum wage rates as established by the U.S. Secretary of Labor. Further, pursuant to California Labor Code Section 1770, the California Director of Industrial Relations has specified the general prevailing wage rates for all public projects in California. The wages to be paid to all workers on such projects shall not be less than those specified in such wage rate determination.

The higher of the two rates shall be paid. The prevailing wages that apply to this contract shall be those that are in effect the day of the bid.

The wage rates specified by the U.S. Secretary of Labor are included in Part D of Division III – Federal Provisions and are available online at <http://www.wdol.gov/dba.aspx>.

21. TAXES

Bidders shall have included in their bids any and all Federal, State and local taxes of whatever nature in connection with material to be furnished to the County. Absolutely no extras shall be allowed for such by the County.

22. CONTRACT DOCUMENTS

The form of agreement which the successful bidder, as Contractor, will be required to execute and the form of bonds which he/she will be required to furnish are included in the Contract Documents

and should be carefully examined by each bidder. The agreement and bonds will be executed in three (3) original counterparts. The complete contract consists of the Contract Documents as defined in the agreement, and are intended to cooperate and be complementary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper execution of the work.

23. DECLARATION FOR FINAL PAYMENT

After the completion of the work of this contract, the Contractor shall file with the County his/her declaration under penalty of perjury stating that all workers and persons employed, all firms supplying the materials and all subcontractors on the project, have been paid in full and that there are no bills outstanding against the project for either labor or materials except certain items, if any, to be set forth in detail in the declaration. The filing of such declaration by the Contractor and the submittals referred to in the General Contract Provisions shall be a condition precedent to Contractor's receipt of the final payment on this contract.

24. ADMONITION

All bidders hereby are advised that Plumas County has adopted General Contract Provisions for this work which differ substantially from the general provisions provided for private projects or projects undertaken by other governmental agencies. Contractors are admonished to carefully read the General Contract Provisions, as well as the special conditions and technical provisions, and are advised that the General Contract Provisions shall be enforced strictly.

**** END OF SECTION ****

SECTION C

BID FORM

Bid Opening Date: _____, 2023

Hour of Bid Opening: 2:00 p.m. _____

Place of Bid Opening:

Plumas County

Facility Services and Airports

198 Andy's Way

Quincy, California 95971

TO: Plumas County, State of California:

The undersigned bidder declares that bidder has carefully examined the Plans and Specifications, Instructions to Bidders, General Conditions, Contract Form and Bond Forms including Addenda No.(s) _____ to the project described as follows:

SCHEDULE A
NERVINO AIRPORT
BECKWOURTH, CALIFORNIA
RESEAL JOINTS IN RUNWAY 8-26 PAVEMENTS
AIP NO. 3-06-0020-__-2023

SCHEDULE B
ROGERS FIELD
CHESTER, CALIFORNIA
RESEAL JOINTS IN RUNWAY 16-34 PAVEMENTS
AIP NO. 3-06-0040-__-2023

The undersigned bidder further declares that he/she has made an examination of the site of the proposed work and has made such investigations as are necessary to determine the character of the materials to be handled, the probable interference due to airport operations and other conditions to be encountered, independently of the indications of the Plans, that he/she has examined the Schedule of Labor and the general prevailing wage rates for all public projects of the State of California and hereby accepts the same and certifies that the higher of the two rates shall be paid for labor connected with this project. That if this proposal is accepted, he/she will contract with Plumas County, in the form of Contract hereto annexed; will, to the extent of his/her bid, provide any and all necessary machinery, tools, and apparatus, and other means of construction; and will furnish all material and labor as specified or called for by the plans as is necessary to complete the work in the manner specified and in accordance with the requirements of Plumas County.

In the performance of this project, the undersigned agrees to abide by all of the Contract requirements contained in the Specifications and all documents. It is further certified that the

SUBMIT THIS SHEET AS PART OF YOUR BID.

Schedule of Wages contained in the project specifications have been examined and the prices bid in this proposal are based on the higher of the two above-mentioned schedules.

The undersigned agrees that he/she will order all materials under this contract and will commence work within ten (10) days after receiving written notice to proceed and that he/she will complete all work on the Nervino Airport project within ten (10) working days and all work on the Rogers Field project within fifteen (15) working days.

The undersigned further agrees that should he fail to complete any segment of work in the time specified, he will pay liquidated damages to the County in the amount of \$3,000 per calendar day as prescribed in these specifications.

The undersigned further declares that this proposal is made according to the provisions and under the terms of the contract documents bound herewith; and in accordance with the accompanying plans, which plans and the aforementioned contract documents are hereby made a part of this proposal.

The bidder further declares that he/she will accept the unit prices and/or lump sum prices as hereinafter written in the Bid Schedule of this proposal as full payment for the proposed work.

The lowest responsible bidder will be determined based on the total of Schedule A and Schedule B combined. The County reserves the right to award the contract on the basis of both schedules or one schedule as set forth in the bid form and noted herein depending on available funding from the Federal Aviation Administration.

It is understood that County reserves the right to reject this proposal and that it shall remain open and not be withdrawn for a period of one hundred twenty (120) days from the date prescribed for its opening.

It is understood that the County reserves the right to increase or decrease the quantities of items bid in the contract with no change in the unit prices bid, provided the change in the total contract or any change in the total cost of a major contract item (20 percent of total bid) does not exceed 25 percent.

Attached hereto and incorporated herein, in compliance with Section 4100-4113 of the Government Code of the State of California, is a "Designation of Subcontractors."

It is understood and agreed that if written notice of the acceptance of this proposal is mailed or delivered personally to the undersigned bidder within one hundred twenty (120) days after the opening of the proposal, or at any time thereafter before it is withdrawn, the undersigned bidder will execute and deliver the Contract Documents to County in accordance with the proposal as accepted, together with the insurance documents specified in Article 12 of the Instructions to Bidders, and will also furnish and deliver to County the Performance Bond and Labor and Material Bond as herein specified, all within fifteen (15) days after personal delivery or deposit in the mails, as the case may be, of the notification of award and that the work under the contract shall be commenced by the

SUBMIT THIS SHEET AS PART OF YOUR BID.

undersigned bidder on the date to be stated in County's notice to proceed, and shall be completed in the time specified in the agreement for construction or any modification thereto duly made by change order.

Notice of acceptance or request for additional information may be addressed to the undersigned bidder at the business address set forth below:

The undersigned bidder declares that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the undersigned bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal and has not directly or indirectly colluded or agreed with any bidder or anyone else to put in a sham proposal or to refrain from bidding; that the undersigned bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix his/her bid price or the bid price of any other bidder, or to fix any overhead, profit or cost advantage against the County or anyone interested in this proposed contract; that the only persons or parties interested in this proposal as principals are those named herein; that all statements contained in this proposal are true; that the undersigned bidder has not directly, or indirectly, submitted his/her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any other person, partnership, corporation, or association except to such person or persons as have a direct financial interest in bidder's general business; and that he/she is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this contract.

Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy, the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.

Accompanying this proposed bid is _____ (insert words, "cash," "cashier's check," "certified check," or "bidder's bond," as the case may be) of the _____ (name of surety if bid bond submitted) in an amount equal to at least ten percent (10%) of total of the bid. If the enclosure is a check or bond, it is made payable to Plumas County.

The names of all persons interested in the foregoing proposal as principals are as follows: (Stockholders and limited partners need not be listed unless they are officers or employees of the corporation or limited partnership. All general partners and corporate officers shall be listed. If a stockholder or partner is a firm, list the principles of that firm, as stated herein.)

SUBMIT THIS SHEET AS PART OF YOUR BID.

(If bidder or other interested person is a corporation, it must furnish a certificate attesting to corporate existence and authority of officers to sign contracts and other documents. State legal name of corporation, names of the president, secretary, treasurer, and manager thereof.)

NAME

BUSINESS ADDRESS

INTEREST (owner, partner, etc.)

Attach additional sheets if necessary

By submission of a bid, a bidder certifies that bidder will be in possession of duly issued and valid Contractor's license issued by the State of California before any work is started in the project, which license authorizes bidder to contract to perform the type of work required by the specifications. Should the bidder fail to provide below the number and classification or certification of bidder's State Contractor's License that Contractor will retain said license prior to the start of work, the Owner may reject this bid therefor.

Licensed in accordance with an Act providing for the Registration of Contractors:

License No.: _____

Class of License: _____

DIR Registration No: _____

Name and Relationship to Bidder of Licensed Firm or Individual:

License Holder: _____

Relationship to Bidder: _____

SUBMIT THIS SHEET AS PART OF YOUR BID.

Signature of Bidder:

CONTRACTOR

Sign here:

Street Address

County, State & Zip

By: _____
Type Name

-AND-

Sign here: _____

Telephone (Include Area Code)

By: _____
Type Name
Date _____

Email Address

(CORPORATE SEAL)

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation and a corporate seal; if bidder is a copartnership, the true names of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the copartnership; and if bidder is an individual, his/her signature shall be placed above.

SUBMIT THIS SHEET AS PART OF YOUR BID.

SCHEDULE A
NERVINO AIRPORT - BECKWOURTH, CALIFORNIA
RESEAL JOINTS IN RUNWAY 8-26 PAVEMENTS
AIP NO. 3-06-0020-__-2023

SCHEDULE B
ROGERS FIELD - CHESTER, CALIFORNIA
RESEAL JOINTS IN RUNWAY 16-34 PAVEMENTS
AIP NO. 3-06-0040-__-2023

BID SCHEDULE

Item No.	Estimated Quantity	Item Description and Unit Price (written in words)	Unit Price	Item Total
<i>SCHEDULE A – NERVINO AIRPORT – RESEAL JOINTS IN RUNWAY 8-26 PAVEMENTS</i>				
A1	Lump Sum*	Mobilization* (C-105) _____ and _____ Cents Lump Sum	Lump Sum*	\$ _____ *
A2	Lump Sum	Marking and Lighting of Closed Airport Facilities (C-106) _____ and _____ Cents Lump Sum	Lump Sum	\$ _____
A3	46,100 LF	Joint Sealing Filler Type A – Reseal Existing Joints and Cracks (Mastic Sealant) (P-605) _____ and _____ Cents per Linear Foot	\$ _____	\$ _____
A4	4,100 LF	Joint Sealing Filler Type B – Reseal Existing Joints (P-605) _____ and _____ Cents per Linear Foot	\$ _____	\$ _____
* Mobilization in Schedule A shall be limited to 10 percent of the total project cost of Schedule A.				

SUBMIT THIS SHEET AS PART OF YOUR BID.

Item No.	Estimated Quantity	Item Description and Unit Price (written in words)	Unit Price	Item Total
A5	600 LF	Joint Sealing Filler Type C – Reseal Existing Joints (Add Backer Rod) (P-605) ____ Dollars and _____ Cents per Linear Foot	\$ _____	\$ _____
A6	2,000 LF	Joint Sealing Filler Type D – Seal Existing Cracks (P-605) ____ Dollars and _____ Cents per Linear Foot	\$ _____	\$ _____
A7	14,000 SF	Airfield Marking – 1 Coat (P-620) ____ Dollars and _____ Cents per Square Foot	\$ _____	\$ _____
A8	700 LB	Reflective Media (P-620) ____ Dollars and _____ Cents per Pound	\$ _____	\$ _____
		TOTAL SCHEDULE A	\$ _____	

TOTAL – SCHEDULE A (IN WORDS) _____

SUBMIT THIS SHEET AS PART OF YOUR BID.

Item No.	Estimated Quantity	Item Description and Unit Price (written in words)	Unit Price	Item Total
SCHEDULE B – ROGERS FIELD- RESEAL JOINTS IN RUNWAY 16-34 PAVEMENTS				
B1	Lump Sum**	Mobilization* (C-105) _____ and _____ Cents Lump Sum	Dollars Lump Sum*	\$_____*
B2	Lump Sum	Marking and Lighting of Closed Airport Facilities (C-106) _____ and _____ Cents Lump Sum	Dollars Lump Sum	\$_____
B3	87,000 LF	Joint Sealing Filler Type A – Reseal Existing Joints and Cracks (Mastic Sealant) (P-605) _____ and _____ Cents per Linear Foot	Dollars \$_____	\$_____
B4	15,500 LF	Joint Sealing Filler Type B – Reseal Existing Joints (P-605) _____ and _____ Cents per Linear Foot	Dollars \$_____	\$_____
B5	1,000 LF	Joint Sealing Filler Type C – Reseal Existing Joints (Add Backer Rod) (P-605) _____ and _____ Cents per Linear Foot	Dollars \$_____	\$_____
** Mobilization in Schedule B shall be limited to 10 percent of the total project cost of Schedule B.				

SUBMIT THIS SHEET AS PART OF YOUR BID.

Item No.	Estimated Quantity	Item Description and Unit Price (written in words)	Unit Price	Item Total
B6	15,000 LF	Joint Sealing Filler Type D – Seal Existing Cracks (P-605) _____ Dollars and _____ Cents per Linear Foot	\$_____	\$_____
B7	350 SF	Surface Preparation – Remove Existing Marking (P-620) _____ Dollars and _____ Cents per Square Foot	\$_____	\$_____
B8	85,000 SF	Airfield Marking – 1 Coat (P-620) _____ Dollars and _____ Cents per Square Foot	\$_____	\$_____
B9	700 SF	Airfield Marking – 2 Coats (P-620) _____ Dollars and _____ Cents per Square Foot	\$_____	\$_____
B10	6,200 LB	Reflective Media (P-620) _____ Dollars and _____ Cents per Pound	\$_____	\$_____
		TOTAL SCHEDULE B	\$_____	
		TOTAL BID – SCHEDULE A + SCHEDULE B	\$_____	

TOTAL – SCHEDULE B (IN WORDS) _____

SUBMIT THIS SHEET AS PART OF YOUR BID.

TOTAL BID – SCHEDULE A + SCHEDULE B (IN WORDS) _____

NOTES:

1. In the event the product of a unit price and an estimated quantity do not equal the extended amount stated, the unit price will govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid.
2. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.
3. The lowest responsible bidder will be determined based on the total of Schedule A and Schedule B combined. The Owner reserves the right to award the contract on the basis of both schedules or one schedule as set forth in the bid form and noted herein depending on available funding from the Federal Aviation Administration.

SUBMIT THIS SHEET AS PART OF YOUR BID.

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto Plumas County, State of California, (hereinafter called "County") in the sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of _____ (\$______). The condition of this obligation is such that a bid to County for certain construction specifically described as follows, for which bids are to be opened on _____, 20____, has been submitted by Principal to County:

(Copy here the exact description of work, including location, from bid form):

_____.

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within one hundred twenty (120) days after said opening, and shall within the period specified therefor, or, if no period be specified, within fifteen (15) days after the prescribed forms are presented to him/her for signature, enter into a written contract with County, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force, virtue and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by County and Judgment is recovered, then Surety shall pay all costs incurred by County in such suit, including a reasonable attorneys' fee to be fixed by the Court. Death of the Principal shall not relieve Surety of its obligations hereunder.

SUBMIT THIS SHEET AS PART OF YOUR BID.

IN WITNESS WHEREOF, we have hereunder set our hands and seals on this _____
day of _____, 20____.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

SURETY

PRINCIPAL

NOTE:

Signatures of those executing for Surety must be properly acknowledged, and a power of attorney attached.

SUBMIT THIS SHEET AS PART OF YOUR BID.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100 *et seq.* of the Government Code of the State of California, and any amendments thereof, the undersigned bidder has set forth below:

(a) The name and location of the place of business of each subcontractor who will perform work or labor, or render service to the undersigned in or about the construction of the work to be performed hereunder, or a subcontractor licensed by the State of California, who, under subcontract to the undersigned, will specifically fabricate and install a portion of said work according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the undersigned's total bid; and

(b) The portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent (0.5%) of the undersigned's total bid. The undersigned shall list only one subcontractor for each such portion.

Note: When there is a failure to list a subcontractor, the law provides that the prime Contractor agrees to do the work himself, and that said prime Contractor certifies that Contractor is fully qualified to perform such work.

Portion of Work	Percent of Total Contract	Subcontractor	Address

SUBMIT THIS SHEET AS PART OF YOUR BID.

**CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS
(SEE SECTION 20-02 OF THE FAA GENERAL CONTRACT PROVISIONS)**

The undersigned bidder certifies that he/she is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of California to do the type of work required under terms of the contract documents. Bidder further certifies that he/she is skilled and regularly engaged in the general class and type of work called for in the contract documents.

In accordance with the requirements, the bidder represents that he/she is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he/she is aware of such peculiar risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction with the respect to such hazards.

LIST OF SIMILAR PROJECTS:

1. Project Name: _____
Owner: _____
Construction Cost: _____
Construction Time: _____ Calendar Days
Owner's Representative: _____
Owner's Telephone No.:(____) _____
Date of substantial or final completion: _____

2. Project Name: _____
Owner: _____
Construction Cost: _____
Construction Time: _____ Calendar Days
Owner's Representative: _____
Owner's Telephone No.:(____) _____
Date of substantial or final completion: _____

3. Project Name: _____
Owner: _____
Construction Cost: _____
Construction Time: _____ Calendar Days
Owner's Representative: _____
Owner's Telephone No.:(____) _____
Date of substantial or final completion: _____

SUBMIT THIS SHEET AS PART OF YOUR BID.

4. Project Name: _____
Owner: _____
Construction Cost: _____
Construction Time: _____ Calendar Days
Owner's Representative: _____
Owner's Telephone No.:(____) _____
Date of substantial or final completion: _____

5. Project Name: _____
Owner: _____
Construction Cost: _____
Construction Time: _____ Calendar Days
Owner's Representative: _____
Owner's Telephone No.:(____) _____
Date of substantial or final completion: _____

6. Project Name: _____
Owner: _____
Construction Cost: _____
Construction Time: _____ Calendar Days
Owner's Representative: _____
Owner's Telephone No.:(____) _____
Date of substantial or final completion: _____

7. Project Name: _____
Owner: _____
Construction Cost: _____
Construction Time: _____ Calendar Days
Owner's Representative: _____
Owner's Telephone No.:(____) _____
Date of substantial or final completion: _____

SUBMIT THIS SHEET AS PART OF YOUR BID.

LIST OF EQUIPMENT TO BE USED ON THE PROJECT:

LIST OF KEY PERSONNEL AVAILABLE FOR THE WORK:

Name

Job Responsibility

Name of Bidder

Signature of Bidder

Contractor's License No.

Title of Signator

Date

SUBMIT THIS SHEET AS PART OF YOUR BID.

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.

Certification - The information above is true and complete
to the best of my knowledge and belief.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

SUBMIT THIS SHEET AS PART OF YOUR BID.

**BIDDER'S STATEMENT ON PREVIOUS
CONTRACTS SUBJECT TO EEO CLAUSE**

The Bidder shall complete the following statement by checking the appropriate lines:

*The Bidder has has not participated in a previous contract subject to the Equal Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

*The Bidder has has not submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder has participated in a previous contract subject to the Equal Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-I," prior to the award of contract:

SUBMIT THIS SHEET AS PART OF YOUR BID.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

TITLE 23, UNITED STATES CODE, SECTION 112 NON-COLLUSION AFFIDAVIT

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

Note: The above Statement, Questionnaire, and Non-Collusion Affidavit are a part of the Proposal.

Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement, Questionnaire, and Non-Collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

SUBMIT THIS SHEET AS PART OF YOUR BID.

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

The bidder/offeror is committed to a minimum of % DBE utilization on this contract.

The bidder/offeror (if unable to meet the DBE goal of %) is committed to a minimum of % DBE utilization on this contract and should submit documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

SUBMIT THIS SHEET AS PART OF YOUR BID.

LETTER OF INTENT

Name of Bidder's Firm: _____

Bidder's Address: _____

City: _____ State _____ Zip _____

Name of DBE Firm: _____

Address: _____

City: _____ State _____ Zip _____

Telephone: _____ Area Code _____

State DBE Certification Number: _____

Description of work to be performed by DBE firm:

Bidder intends to utilize the above-named DBE firm for the work described above. The estimated amount of work is valued at \$ _____.

If the above-named bidder is not determined to be the successful bidder, the Letter of Intent shall be null and void.

(Copy this page for each DBE subcontractor.)

SUBMIT THIS SHEET AS PART OF YOUR BID.

BIDDER'S LIST

All firms bidding or quoting on subcontracts for this DOT-assisted project are listed below:

*GRS – Annual Gross Receipts

Enter 1 for less than \$1 million

Enter 2 for more than \$1 million, less than \$5 million

Enter 3 for more than \$5 million, less than \$10 million

Enter 4 for more than \$10 million, less than \$15 million

Enter 5 for more than \$15 million

SUBMIT THIS SHEET AS PART OF YOUR BID.

CERTIFICATES REGARDING DEBARMENT

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

If the Federal Aviation Administration 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.

SUBMIT THIS SHEET AS PART OF YOUR BID.

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

SUBMIT THIS SHEET AS PART OF YOUR BID.

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.

SUBMIT THIS SHEET AS PART OF YOUR BID.

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.

SUBMIT THIS SHEET AS PART OF YOUR BID.

CERTIFICATE OF BUY AMERICAN COMPLIANCE

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter “X”.

Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- Only installing steel and manufactured products produced in the United States; or
- Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic products.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
- That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- To furnish U.S. domestic product for any waiver request that the FAA rejects.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

- Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

SUBMIT THIS SHEET AS PART OF YOUR BID.

- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

SUBMIT THIS SHEET AS PART OF YOUR BID.

CERTIFICATION OF OFFEROR/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 (✓) 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.

SUBMIT THIS SHEET AS PART OF YOUR BID.

CERTIFICATION OF BIDDER FOR BID FORM:

By my signature on this Bid Form, I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232, and Title 23, U.S. Code, are true and correct and that I have complied with the requirements of EEO Reference 28 CFR Part 42. By my signature on this bid form I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Prohibition of Segregated Facilities, Certification of Bidder's Statement on Previous Contracts Subject to EEO Clause; Certificates Regarding Debarment; Trade Restriction Certification; Certification Regarding Lobbying; Certificate of Buy American Compliance; and Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions are true and correct.

The person or persons executing this Bid Form on behalf of a corporation or a member of a partnership, shall be prepared to demonstrate by resolution, article, or otherwise, that such person is or that such persons are appropriately authorized to act in these regards for such corporation or partnership. Such authority shall be demonstrated to the satisfaction of the County of Plumas.

If the signature is by an agent other than an officer of a corporation or a member of a partnership, a power of attorney authorizing said act by the agent on behalf of his principal shall be submitted with the bid forms, otherwise the Bid may be disregarded as irregular and unauthorized.

The Bidder's execution on the signature portion of this Bid Form shall constitute an endorsement and execution of those affidavits, declarations and certifications which are part of this Bid Form.

Executed this _____ day of _____, 20____ at _____, California.

SIGN HERE _____



by _____
Name and Title of Bidder

Name of Firm

SUBMIT THIS SHEET AS PART OF YOUR BID.

PART D

PLUMAS COUNTY

Agreement for

SCHEDULE A
NERVINO AIRPORT
BECKWOURTH, CALIFORNIA
RESEAL JOINTS IN RUNWAY 8-26 PAVEMENTS
AIP NO. 3-06-0020-__-2023

SCHEDULE B
ROGERS FIELD
CHESTER, CALIFORNIA
RESEAL JOINTS IN RUNWAY 16-34 PAVEMENTS
AIP NO. 3-06-0040-__-2023

(To be filled in and executed after AWARD OF CONTRACT)

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between PLUMAS COUNTY, a legal subdivision of the State of California, (hereinafter referred to as "County"), and _____, a corporation duly organized and existing under the laws of the State of California, or (a partnership consisting of _____) or (an individual doing business as _____), (hereinafter referred to as "Contractor"), will expire as of the completion of the terms of the Agreement,

W I T N E S S E T H:

RECITALS:

WITNESSETH: That the said Contractor, having been awarded the contract for *Schedule A* - Nervino Airport, Beckwourth, Plumas County, California, AIP No. 3-06-0020-__-2023, and *Schedule B* - Rogers Field, Chester, Plumas County, California, AIP No. 3-06-0040-__-2023, in accordance with the proposal therefor, which is bound herewith; and for and in consideration of the premises and of the covenants and agreements and of the payments herein specified to be made and performed by the County, hereby covenants and agrees to and with the County to undertake and execute all of the said-named work in a good, substantial and workmanlike manner; and to furnish all the materials, labor, tools, and equipment necessary to properly complete the work, in accordance with the attached specifications and the plans mentioned herein and under the penalty expressed in the attached bond, which is hereby declared and accepted as an essential part of this agreement; and to accept as full compensation therefor the unit prices named in the proposal attached hereto and made a part hereof.

AGREEMENTS:

SECTION 1 - SCOPE OF WORK

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in a good and workmanlike manner, and in strict accordance with the Contract Documents as defined in Section 8 hereof, the work of *Schedule A* - Nervino Airport, Beckwourth, Plumas County, California, Reseal Joints in Runway 8-26 Pavements, AIP No. 3-06-0020-____-2023, and *Schedule B* – Rogers Field, Chester, Plumas County, California, Reseal Joints in Runway 16-34 Pavements, AIP No. 3-06-0040-____-2023, as called for in the drawings and specifications adopted by the County, which drawings and specifications have been executed by the parties to this agreement. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and materials shall be furnished, and said work performed and completed as required in the Contract Documents, under the direction and supervision of, and subject to the approval of the County and its duly authorized representatives.

SECTION 2 - TIME OF COMPLETION

The work shall be commenced within ten (10) days of the date specified in the County's "Notice to Contractor to Proceed." This work shall be constructed in accordance with details as shown on the plans and described in the specifications for this project. All the work to be performed under this contract for *Schedule A* shall be completed within **ten (10) working days** and all the work to be performed under this contract for *Schedule B* shall be completed within **fifteen (15) working days**.

Time is of the essence of this agreement.

If the Contractor refuses or fails to complete the work within the time specified, including authorized extensions, there shall be deducted from monies due the contractor not as a penalty, but as liquidated damages, the sum of three thousand dollars (\$3,000) for each calendar day subsequent to the time specified for the project and the time the work is actually completed and accepted.

SECTION 3 - CONTRACT PRICE

County shall pay Contractor for the full and complete performance of this contract the total quantities constructed at the unit prices bid, subject to adjustments as provided in the Contract Documents.

SECTION 4 - MONTHLY PROGRESS PAYMENTS

Progress payments shall be made at least once each month as the work progresses. The last working day of each month may be designated as the monthly payment date which will terminate each working month. This date or an alternate date agreed upon by the Engineer and the Contractor shall terminate each working month for the duration of the contract.

The Contractor shall, on the date established, prepare and submit a bill to County for work accomplished during the previous working month, based on the various contract bid items and the

unit bid prices. Consultation with the Engineer may be necessary to determine the amount of work accomplished on lump sum items.

No partial payment will be made when the amount due the Contractor since the last estimate amounts to less than five hundred dollars.

From the total of the amount determined to be payable on a partial payment, 5 percent of such total amount will be deducted and retained by the County until the final payment is made, unless the Contractor elects to deposit securities pursuant to Government Code 4590. The balance (95 percent) of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his/her option to deposit securities, no such 5 percent retainage shall be deducted.

When not less than 95 percent of the work has been completed the Engineer may, at his/her discretion and with the consent of the surety, prepare an estimate from which will be retained an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.

No partial payment shall bind the County to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in Section 5, Final Payment.

SECTION 5 - FINAL PAYMENT

When the contract work has been accepted as complete, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or advise the Engineer of his/her objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the County as a claim.

After the Contractor has approved, or approved under protest, the Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payment shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation, such claims will be considered by the County. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

Simultaneously with the Contractor's request for final payment, the Contractor shall submit the following items to the County:

- (a) Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.
- (b) Provide weekly payroll records (not previously received) from the general contractor and all subcontractors.
- (c) Complete final clean up in accordance with subsection 40-08.
- (d) Complete all punch list items identified during the Final Inspection.
- (e) Provide complete release of all claims for labor and material arising out of the Contract including releases of all contractor and subcontractor liens.
- (f) Provide a certified statement signed by the subcontractor, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project. Contractor shall submit the Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors
- (g) Manufacturer's Certifications for all items incorporated in the work.
- (h) Submit a complete and accurate set of "As-built Record Drawings" prepared by the Contractor. All changes and modifications shall be indicated on a record set of drawings in red ink.
- (i) When applicable per state requirements, return copies of sales tax completion forms.

The retention payment shall not be due and payable until the expiration of thirty-five (35) days from the filing and recording of the Notice of Completion of the work. The amount deducted from the final estimate and retained by the City will be paid to the Contractor, except such amounts as are required to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract.

SECTION 6 - ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the County of any and all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and/or neglect of the County or others relating to or arising from the work. No payment, however, final or otherwise, shall operate to release the Contractor or his/her sureties from any obligations under this contract or the performance and payment bonds required by this contract.

SECTION 7 - SUCCESSORS IN INTEREST

This contract with all its forms, including all Federal requirements, the plans, specifications, special conditions, and general provisions, shall be binding upon the heirs, executors, administrators or assigns of Contractor and upon the successors or assigns of County as much so as if each and all of them had been specifically mentioned.

SECTION 8 - CONTRACT DOCUMENTS

The complete contract between the parties hereto shall consist of the following documents herein referred to as the "Contract Documents":

- Invitation for Bids
- Instructions to Bidders
- Bid Form including the Bid Schedule and all certifications
- Designation of Subcontractors
- This agreement
- Bidder's Bond
- Faithful Performance Bond
- Labor and Materials Bond
- FAA General Contract Provisions
- FAA General Construction Items
- Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects
- Department of Labor Wage Determination
- Special Conditions
- Contract Drawings and Plans
- Technical Provisions
- Construction Safety and Phasing Plans (CSPP)
- Duly issued addenda
- Duly issued interpretations
- Supplemental Drawings issued
- Approved Change Orders

Such documents, collectively referred to herein as the Contract Documents, hereby are incorporated herein by this reference and made a part hereof.

SECTION 9 - COMPLIANCE

Failure of the County to exercise any right hereunder or to require compliance with any provision hereof by the Contractor shall not be deemed a waiver of such right, and shall not relieve the Contractor from his/her obligation to perform each and every covenant and condition of this Agreement, nor from damages or other remedies for failure to perform or to meet the obligations of this Agreement.

SECTION 10 - TERMINATION

This Agreement may be terminated only under the following conditions:

- a. By either party without cause with thirty days written notice.
- b. In accordance with Part C of Division III of the specifications, Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors, Article C3 - Breach of Contract Terms, Article C9-Disadvantaged Business Enterprise, and Article C17 - Termination of Contract, and in accordance with Articles 80-09 and 80-10 of the FAA General Provisions.
- c. By failure of the Contractor to comply with any of the terms of this Agreement.

SECTION 11- LAWS AND VENUE

The interpretation, validity, and enforcement of this Agreement shall be governed by and construed under the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Plumas, State of California. The Contractor shall be responsible for complying with all applicable local, state, and federal laws and regulations whether or not expressly stated or referred to herein.

SECTION 12-NOTICES

Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

Tel:
Fax:
Attn:

IF TO COUNTY:

County of Plumas
Facility Services
198 Andy's Way
Quincy, CA 95971-9645

Tel: (530) 283-6299
Fax: (530) 283-6103
Attn: JD Moore, Interim Director
Facility Services & Airports

SECTION 13- INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall protect, defend with counsel approved in writing by County, indemnify and hold harmless County and its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnities") and Engineer from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of, pertaining to, or relating in any way with the intentional or negligent acts, error or omissions of Contractor, its employees, agents or subcontractors in the performance of this Agreement. If judgment is entered against Contractor and County by a court of competent jurisdiction because of concurrent active negligence of Contractor and County Indemnities, Contractor and County agree that liability will be apportioned as determined by the court. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements or obligations created elsewhere in this Agreement.

SECTION 14 – FEDERAL CONTRACT PROVISIONS

The work to be done under this agreement is being financed in whole or in part by means of a grant made by the United States acting through the Federal Aviation Administration of the Department of Transportation. The Contractor must adhere to the Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors, included in Part C of Division III of the specifications.

All mechanics and laborers on the project shall be paid no less than the minimum wage rate established by the U.S. Secretary of Labor. A copy of the Department of Labor Wage Rate Determination applicable to this contract is included in Part D of Division III of the specifications.

IN WITNESS WHEREOF, the parties hereto executed this agreement the day and year first above written.

COUNTY: PLUMAS COUNTY

By: _____
(Authorized Representative)

ATTEST:

(Official Title)

Clerk of the Board of Supervisors of
Plumas County, State of California

By: _____
Clerk of the Board of Supervisors

(SEAL)

APPROVED AS TO FORM:

By: _____
County Counsel

CONTRACTOR:

Name

(Official Title)

(Business Address)

(License Number)

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the corporation named as Contractor in the foregoing contract; that _____, who signed said contract on behalf of said corporation is authorized to fully bind the corporation to this agreement; that said contract was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

(Secretary)

SECTION E
FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the Board of Supervisors of Plumas County, State of California, has awarded to _____ (hereinafter designated as "Principal") a contract for *Schedule A* - Nervino Airport, Beckwourth, Reseal Joints in Runway 8-26 Pavements, AIP No. 3-06-0020-____-2023, and *Schedule B* – Rogers Field, Chester, Reseal Joints in Runway 16-34 Pavements, AIP No. 3-06-0040-____-2023, Plumas County, California;

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract;

NOW, THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto Plumas County (hereinafter called "Owner"), in the sum of _____ (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said contract and any alteration thereof made as therein provided, on Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Owner, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force, virtue, and effect.

And said Surety for value received, hereby expressly acknowledges and agrees that no change, extension of time, forbearance or waiver, prepayment or delay in payment, alteration or addition to the terms of the Contract Documents, whether by virtue of the provisions for modifications contained therein or by separate agreement between the Contractor and Plumas County, shall in any manner affect its obligations on this agreement, and said Surety hereby expressly waives notice of and consents to any such change, forbearance or waiver, extension of time, prepayment or delay in payment, alteration or addition.

In the event suit is brought upon this bond by Owner and judgment is recovered, Surety shall pay all costs incurred by Owner in such suit, including a reasonable attorneys' fee to be fixed by the Court.

Death of the Principal shall not relieve Surety of its obligations hereunder.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by Principal and Surety above named, on the _____ day of _____, 20__.

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

PRINCIPAL

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

SURETY

NOTE:

Signatures of those executing for Surety must be properly acknowledged.

The bond must be accompanied by a power of attorney from the Surety authorizing its agent to bind it to this bond. A copy of such power of attorney shall be on file with the Clerk of the Board of Supervisors of Plumas County.

SECTION F
LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Board of Supervisors of Plumas County, State of California, and _____ (hereinafter referred to as "Principal") have entered into an agreement for the furnishing of all materials, labor for *Schedule A* - Nervino Airport, Beckwourth, Reseal Joints in Runway 8-26 Pavements, AIP No. 3-06-0020-____-2023, and *Schedule B* – Rogers Field, Chester, Reseal Joints in Runway 16-34 Pavements, AIP No. 3-06-0040-____-2023, Plumas County, California, which said Agreement dated _____, 20____, and all of the Contract Documents attached to or forming a part of said agreement, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law, the Principal is required before entering upon the performance of the work, to file a good and sufficient bond with the body to whom the contract is awarded, to secure claims to which reference is made in Chapter 7 of Title 15 of the Civil Code of California.

NOW, THEREFORE, said Principal and the undersigned _____ as corporate surety, are held and firmly bound unto Plumas County, and unto all laborers, materialmen, and other persons referred to in said statutes, in the sum of _____ (\$_____), lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally by these presents.

The condition of this obligation is such that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all or either of them, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his/her subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the Surety herein will pay for the same in an amount not to exceed the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay a reasonable attorneys' fee to be fixed by the Court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force, virtue and effect.

And said Surety for value received, hereby expressly acknowledges and agrees that no change, extension of time, forbearance or waiver, prepayment or delay in payment, alteration or addition to the terms of the Contract Documents, whether by virtue of the provisions for modifications contained therein or by separate agreement between the Contractor and Plumas County, shall in any manner affect its obligations on this agreement, and said Surety hereby expressly waives notice of and consents to any such change, forbearance or waiver, extension of time, prepayment or delay in payment, alteration or addition.

Death of the Principal shall not relieve Surety of its obligations hereunder.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the ____ day of _____, 20____.

(SEAL)

(SEAL)

(SEAL)

PRINCIPAL

(SEAL)

(SEAL)

(SEAL)

SURETY

-AND-

NOTE:

Signatures of those executing for Surety must be properly acknowledged.

The bond must be accompanied by a power of attorney from the Surety authorizing its agent to bind it to this bond. A copy of such power of attorney shall be on file with the Clerk of the Board of Supervisors of Plumas County.

DIVISION III
FEDERAL PROVISIONS

PART A

DIVISION III

FAA GENERAL PROVISIONS
ADVISORY CIRCULAR 150/5370-10H

FEDERAL PROVISIONS

PART A - FAA GENERAL CONTRACT PROVISIONS

Section 10 Definition of Terms

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.

Paragraph Number	Term	Definition
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	Calendar Day	Every day shown on the calendar.
10-13	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	Change Order	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	Contract	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-18	Contract Time	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	Contractor	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

Paragraph Number	Term	Definition
10-20	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.

Paragraph Number	Term	Definition
10-30	Force Account	<p>a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.</p> <p>b. Owner Force Account - Work performed for the project by the Owner's employees.</p>
10-31	Intention of Terms	<p>Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.</p> <p>Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.</p>
10-32	Lighting	<p>A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.</p>
10-33	Major and Minor Contract Items	<p>A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.</p>
10-34	Materials	<p>Any substance specified for use in the construction of the contract work.</p>
10-35	Modification of Standards (MOS)	<p>Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.</p>
10-36	Notice to Proceed (NTP)	<p>A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.</p>
10-37	Owner	<p>The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is Plumas County.</p>

Paragraph Number	Term	Definition
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer

Paragraph Number	Term	Definition
		or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that

Paragraph Number	Term	Definition
		is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	Owner Defined terms	None

END OF SECTION 10

Section 20 Proposal Requirements and Conditions

20-01 Advertisement (Notice to Bidders). The advertisement can be found in the Contractual Provisions as the Notice Inviting Bids.

20-02 Qualification of bidders. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-03 Contents of proposal forms. The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

Mobilization is limited to 10 percent of the total project cost.

A prebid conference is required on this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements. This pre-bid meeting will be held on _____, _____, 2023 @ ____ M, at the Nervino Airport, Highway 70, Beckwourth, Plumas County, CA, and on _____, _____, 2023 @ ____ M, at Rogers Field, Chester, Plumas County, CA .

20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

- a.** Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b.** Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.
- c.** Documented record of Contractor default under previous contracts with the Owner.
- d.** Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be *prima facie* evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

20-07 Preparation of proposal. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

- a.** If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- b.** If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- c.** If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d.** If the proposal contains unit prices that are obviously unbalanced.
- e.** If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- f.** If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.

20-11 Delivery of proposal. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-12 Withdrawal or revision of proposals. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner by email (jdmoores@countyofplumas.com) before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of proposals. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 Disqualification of bidders. A bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

c. If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than 7 calendar days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

Section 30 Award and Execution of Contract

30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

- a.** If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.
- b.** If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within 120 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance

with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

Section 40 Scope of Work

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

- a.** Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,
- b.** Remove such material from the site, upon written approval of the RPR; or
- c.** Use such material for the Contractor's own temporary construction on site; or,
- d.** Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

Section 50 Control of Work

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions. The Special Provisions are listed below in the order of preference. These documents shall govern in the following order:

1 st	Change Order or Supplemental Agreement
2 nd	Contract/Agreement
3 rd	Addenda to the Plans and Specifications
4 th	Bid Proposal
5 th	Technical Provisions
6 th	Special Conditions
7 th	Construction Plans
8 th	FAA General Contract Provisions
9 th	FAA General Construction Items
10 th	State Standard Plans and Specifications
11 th	FAA Specifications and Advisory Circulars

50-05 Cooperation of Contractor. The Contractor shall be supplied with five hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 Cooperation between Contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 Construction layout and stakes. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their

employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): .CSV file.

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

Accuracy of surveys shall be to the thousandths of a foot.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-11 Load restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 Maintenance during construction. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that

the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

Section 60 Control of Materials

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program and Addendum*, that is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by “brand name or equal” and the Contractor elects to furnish the specified “or equal,” the Contractor shall be required to furnish the manufacturer’s certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a.** Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b.** Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed “or equal” is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

- a.** The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.
- b.** The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c.** If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer/ Resident Project Representative (RPR) field office. An Engineer/RPR field office is not required.

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor’s plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner’s permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

Section 70 Legal Regulations and Responsibility to Public

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows:

NOT APPLICABLE

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheet(s) 2 and 3 of the project plans.

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such “phasing” of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor’s responsibility for work. Until the RPR’s final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor’s responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during

the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

Utility Service or Facility	Person to Contact (Name, Title)	Owner's Address	Owner's Emergency Contact (Phone)
Pacific Gas and Electric (PG&E)		Las Plumas District 435 West Main Street P.O. Box AA Quincy, CA 95971	(800) 743-0060
Citizens Telecom		471-850 Johnstonville Dr Susanville, CA 96130	(530) 251-4100
Chester PUD - Water & Sewer	Brian Layne, Fire Chief/Interim General Manager	Box 177 Chester, CA 96020	(530) 258-3456

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events,

shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

70-16 Furnishing rights-of-way. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements. The Contractor shall not commence any work or permit any subcontractor to commence any work until he/she obtains at his/her expense all required insurance. Such insurance must have the approval of the Owner as to limit, form and amount.

Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guarantee period.

The Contractor shall maintain in full force and effect during the period of this contract the following insurance as shall protect him and any subcontractor performing work covered by the contract from claims for damages for bodily injury and from claims for property damages which may arise from his/her operations under this contract, whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by either of them:

a. **Contractual Liability Insurance** for liability assumed by the Contractor under agreement with the Owner. Such insurance as is afforded by the policy to the Contractor for contractual property damage liability insurance shall include coverage for property damage caused by blasting, collapse, structural injuries or damage to underground utilities. The policy shall not contain the so-called "x" "c" "u" exclusions. The minimum limits of liability for this insurance shall be as indicated in either (1) or (2) that follow:

(1) Bodily Injury Liability	\$500,000	\$1,000,000
	Each Person	Each Occurrence
Property Damage Liability	\$250,000	\$500,000
	Each Occurrence	Aggregate

(2) A single limit for Bodily Injury Liability and Property Damage

Liability combined of:

\$500,000	\$500,000
Each Occurrence	Aggregate

The Bodily Injury portion shall include coverage for injury, sickness or disease, and death, arising directly or indirectly out of, or in connection with, the performance of work under this contract.

b. **An Additional Insured Endorsement** to the Contractor's liability insurance policy naming the Owner, Engineer, their agents and each of their officers and employees as additional insureds in the form approved by the Owner shall be furnished.

Evidence of insurance (Contractual Liability Insurance and Additional Insured Endorsement) in compliance with the requirements of these General Provisions shall be furnished to the Owner by Certificate of Insurance in the form as approved by the Owner.

The Contractor shall furnish the County with satisfactory proof of carriage of the insurance required as follows:

- Duplicate certificates of insurance covering Contractor's policies for public liability and property damage.
- Duplicate copies of a separate policy in favor of Plumas County for the same coverage, public liability and property damage.
- Duplicate copies of certificates covering special hazard insurance.

Such insurance shall be issued by a company or companies authorized to transact business in the State of California.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage nor shall it preclude the Owner from taking such other actions as are available to it under any other provision of this contract or otherwise in law.

Full compensation for all premiums which the Contractor and the subcontractors are required to pay on all the insurance described above shall be considered as included in the prices paid for the various items of work to be performed under the contract, and no additional allowance will be made therefor or for additional premiums which may be required by extension of the policies of insurance.

Each and every policy of insurance or agreement for any securities as provided in this contract shall be absolutely non-cancelable for a period of less than thirty (30) days after notice and shall contain the following provisions or one substantially the same as the following:

"This policy or agreement or instrument shall not be subject to cancellation or change or reduction of coverage by the other party or parties thereto unless thirty (30) days prior written notice thereof has been given to Plumas County and may be personally served or may be delivered by registered or certified United States mail, and notice shall be deemed to have been given and to be effective only upon delivery to such office."

- c. The Contractor shall also maintain in full force and effect the following:

Workers' Compensation Insurance - The Contractor shall also comply with Section 3800 of the Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the contract, complete Workers' Compensation Insurance for all Contractor's and his/her subcontractors' employees, and shall furnish a Certificate of Insurance to the County before execution of the contract. The County, its officers, or employees, will not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this paragraph.

All compensation insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the County shall be notified by registered mail not less than 30 days before expiration or cancellation is effective.

The insurer shall agree to waive all rights to subrogation against the County, their officers, officials, employees, volunteers, or agents for losses arising from work performed by Contractor for County.

END OF SECTION 70

Section 80 Execution and Progress

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least 30 percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within 10 days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The project schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall show all work items identified in the project proposal for each work area and shall include the project start date and end date.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

AOA	Time Periods AOA Can be Closed	Type of Communications Required When Working in AOA	Control Authority*
Nervino Airport - Runway 8-26; T/W A and Cross Taxiways	Entire construction period – Daily Closures, Open at Night	Two-Way Radio Tuned to 122.800 MHz	Facilities/Airport Director
Rogers Field - Runway 16-34; T/W A and Cross Taxiways	Entire construction period – Daily Closures, Open at Night	Two-Way Radio Tuned to 122.800 MHz	Facilities/Airport Director
Nervino & Rogers - Aircraft Parking Apron, Hangar Taxilanes	None	Two-Way Radio Tuned to 122.800 MHz	Facilities/Airport Director

*Including driver training and/or safety training.

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action

as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The number of working days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 Contract time based on working days. Contract time based on working days shall be calculated weekly by the Resident Project Representative (RPR). The RPR will furnish the Contractor a copy of their weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved Change Orders or Supplemental Agreements covering Extra Work).

The weekly statement of contract time charged is based on the following considerations:

(1) Time will be charged for days on which the Contractor could proceed with scheduled work under construction at the time for at least six (6) hours with the normal work force employed on such items. When normal work force is a double-shift, use 12 hours; and when the normal work force is on a triple-shift, use 18 hours. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the scheduled work items under construction or temporary suspension of the entire work which have been ordered by the Owner for reasons not the fault of the Contractor, shall not be charged against the contract time.

(2) The RPR will not make charges against the contract time prior to the effective date of the notice to proceed.

(3) The RPR will begin charges against the contract time on the first working day after the effective date of the notice to proceed.

(4) The RPR will not make charges against the contract time after the date of final acceptance as defined in Section 50, paragraph 50-14, *Final Acceptance*.

(5) The Contractor will be allowed one (1) week in which to file a written protest setting forth their own objections to the RPR's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the Section 20, paragraph 20-05, *Interpretation of Estimated Proposal Quantities*. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
Nervino Airport	\$3,000	10 Working Days
Rogers Field	\$3,000	15 Working Days

The maximum construction time allowed for the construction of the project is not more than 10 working days for Nervino Airport and 15 working days for Rogers Field. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

Section 90 Measurement and Payment

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term "ton" will mean the short ton consisting of 2,000 pounds (907 km) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

Term	Description
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	<p>Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.</p> <p>Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted.</p> <p>In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.</p> <p>In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.</p> <p>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.</p>

Term	Description
	<p>Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.</p> <p>All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.</p>
Rental Equipment	<p>Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i>.</p>
Pay Quantities	<p>When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.</p>

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the “basis of payment” subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR’s order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR’s order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR’s order.

Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

a. From the total of the amount determined to be payable on a partial payment, 5 percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.
- b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

- a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.
- b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.
- c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.
- d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered

by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

- a.** Provide two (2) copies of all manufacturers' warranties specified for materials, equipment, and installations.
 - b.** Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.
 - c.** Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.
 - d.** Complete all punch list items identified during the Final Inspection.
 - e.** Provide complete release of all claims for labor and material arising out of the Contract.
 - f.** Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.
 - g.** When applicable per state requirements, return copies of sales tax completion forms.
 - h.** Manufacturer's certifications for all items incorporated in the work.
 - i.** All required record drawings, as-built drawings or as-constructed drawings.
 - k.** Security for Construction Warranty.
 - l.** Equipment commissioning documentation submitted, if required.

END OF SECTION 90

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PART B

DIVISION III

FAA GENERAL CONSTRUCTION ITEMS
ADVISORY CIRCULAR 150/5370-10H

FEDERAL PROVISIONS

Part B – FAA General Construction Items

Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control

DESCRIPTION

102-1. This item shall consist of temporary control measures as shown on the plans or as ordered by the Resident Project Representative (RPR) during the life of a contract to control pollution of air and water, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and AC 150/5370-2, *Operational Safety on Airports During Construction*. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

MATERIALS

102-2.1 Grass. Grass that will not compete with the grasses sown later for permanent cover per Item T-901 shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

102-2.2 Mulches. Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.

102-2.3 Fertilizer. Fertilizer shall be a standard commercial grade and shall conform to all federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

102-2.4 Slope drains. Slope drains may be constructed of pipe, fiber mats, rubble, concrete, asphalt, or other materials that will adequately control erosion.

102-2.5 Silt fence. Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

102-2.6 Other. All other materials shall meet commercial grade standards and shall be approved by the RPR before being incorporated into the project.

CONSTRUCTION REQUIREMENTS

102-3.1 General. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

The RPR shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

102-3.2 Schedule. Prior to the start of construction, the Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the RPR.

102-3.3 Construction details. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. The RPR shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the RPR.

The Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by the RPR. If temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by the RPR, the work shall be performed by the Contractor and the cost shall be incidental to this item.

The RPR may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by the Contractor shall be maintained by the Contractor during the construction period.

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

102-3.4 Installation, maintenance and removal of silt fence. Silt fences shall extend a minimum of 16 inches (41 cm) and a maximum of 34 inches (86 cm) above the ground surface. Posts shall be set no more

than 10 feet (3 m) on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch (300-mm) overlap and securely sealed. A trench shall be excavated approximately 4 inches (100 mm) deep by 4 inches (100 mm) wide on the upslope side of the silt fence. The trench shall be backfilled and the soil compacted over the silt fence fabric. The Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the RPR.

METHOD OF MEASUREMENT

102-4.1 Not applicable.

102-4.2 Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of the Contractor.

BASIS OF PAYMENT

102-5.1 Where other directed work falls within the specifications for a work item that has a contract price, the units of work shall be measured and paid for at the contract unit price bid for the various items.

Temporary control features not covered by contract items that are ordered by the RPR will be paid for in accordance with Section 90, paragraph 90-05 *Payment for Extra Work*.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5200-33 *Hazardous Wildlife Attractants on or Near Airports*

AC 150/5370-2 *Operational Safety on Airports During Construction*

ASTM International (ASTM)

ASTM D6461 *Standard Specification for Silt Fence Materials*

United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM C-102

Item C-105 Mobilization

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to 10 percent of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster “Equal Employment Opportunity is the Law” in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL “Notice to All Employees” Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4 Engineer/RPR field office. An Engineer/RPR field office is not required.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for “Mobilization” partial payments will be allowed as follows:

- a.** With first pay request, 25%.
- b.** When 25% or more of the original contract is earned, an additional 25%.
- c.** When 50% or more of the original contract is earned, an additional 40%.
- d.** After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation*, the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105 Mobilization

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

ITEM C-106 MARKING AND LIGHTING OF CLOSED AIRPORT FACILITIES

Description

106-1.0 GENERAL. The construction of this project requires certain areas of the airfield to be closed to aircraft and operational traffic. Closure of these areas must be in accordance with construction plans. Marking of closed airfield facilities, temporary facilities, and contractor haul routes must be in accordance with these specifications and F.A.A. Advisory Circulars No. 150/5340-1, current edition, "Standards for Airport Markings", 150/5370-2, current edition, "Operational Safety on Airports During Construction" and the Construction Safety and Phasing Plan.

The airport will not be closed during construction of this project and aircraft operations on the aprons and taxilanes must be allowed and protected.

All existing runway lights, taxiway lights, NAVAIDs and all power, control, and communication cables must be maintained in operation at all times for those facilities which are not closed under this contract.

Closed Airport Facility Marking

106-2.1 BARRICADES. Any area that is closed for aircraft or vehicular traffic must have lighted barricades placed across the pavement as shown on the plans. These barricades must be maintained in good condition at all times during the closure or they must be repaired or replaced as directed by the Engineer.

In accordance with the Construction Safety and Phasing Plan, the Contractor must designate haul roads to construction areas and block access to construction areas by use of suitable lighted barricades. On all airfield pavement, no part of the barricade or light must extend ten (10) inches above the paved surface. Maximum spacing between barricades must be four (4) feet. Each barricade must have two solar-powered lights with red lenses each controlled by photocells such that they are on at night and off during the day. Barricades must be painted alternate orange and white diagonal striping. These lighted barricades must remain in place until such time as the new construction is open to traffic.

The Contractor must furnish, place, and maintain all barricades and flashing units for this project. Contractor must supply batteries, sand bags and all maintenance for the barricades.

Barricades must be securely fastened or weighted so that they will not be disturbed by high winds or jet blast.

Barricades must be located as shown on the plans and as directed by the Resident Project Representative (RPR). At the completion of the project, all barricades must be drained of water and removed from the site.

106-2.2 AIRFIELD GUIDANCE SIGN COVERS. Not applicable

106-2.3 RUNWAY CLOSURE MARKERS. The Contractor must furnish, place, and maintain closed runway markers on both thresholds of the runway(s) when it is closed.

The markers must be yellow Runway Closure Marker X conforming to FAA AC 150/5340-1, current edition.

Contractor must furnish and install all fasteners or weights required to hold the crosses in place. Contractor must supply all maintenance for the runway closure markings. Prior to removal of the crosses all materials and equipment must be moved from the runway and the runway surface cleaned of all deleterious material.

Contractor must remove the crosses as required. At the completion of the project, contractor must remove closed runway crosses from site.

Method of Measurement

106-3.1 Method of measurement for marking and lighting of closed Airport facilities will be Lump Sum.

Basis of Payment

106-4.1 Payment will be made at the contract lump sum price for marking and lighting of closed airport facilities.

This lump sum price will be full compensation for furnishing all labor, materials, tools, and incidentals necessary to perform this item of work including but not limited to furnishing, placing, maintaining, and removing barricades and runway closure markers.

Payments will be made for marking and lighting of closed airport facilities on a monthly basis with the monthly progress payments. The percentage of marking and lighting of closed airport facilities payment made will be equal to the percentage of total project, completed, as determined by the Engineer.

Payment will be made under:

** END OF SECTION **

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PART C

DIVISION III

CONTRACT PROVISIONS FOR OBLIGATED SPONSORS AND
AIRPORT IMPROVEMENT PROGRAM PROJECTS

Part C – Contract Provisions
Division III – Federal Provisions

**Section 3 - Contract Provisions for Obligated Sponsors and
Airport Improvement Program Projects**

C1 ACCESS TO RECORDS AND REPORTS

2 CFR § 200.333

2 CFR § 200.336

FAA Order 5100.38

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.

C2 AFFIRMATIVE ACTION REQUIREMENT

41 CFR part 60-4

Executive Order 11246

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to
ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 6.6%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is California, Plumas, Beckwourth and Chester.

C3 BREACH OF CONTRACT TERMS

2 CFR § 200 Appendix II(A)

C3.1 CONTRACT CLAUSE

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.

C4 CIVIL RIGHTS - GENERAL

C4.1 SOURCE

49 USC § 47123

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.

C5 CIVIL RIGHTS – TITLE VI ASSURANCE

C5.1 SOURCE

49 USC § 47123

FAA Order 1400.11

The Truckee Tahoe Airport District 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, 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

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

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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);

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- 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).

C6 CLEAN AIR AND WATER POLLUTION CONTROL

2 CFR § 200, Appendix II(G)

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.

C7 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

2 CFR § 200, Appendix II(E)

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.

C8 COPELAND “ANTI-KICKBACK” ACT

2 CFR § 200, Appendix II(D)

29 CFR Parts 3 and 5

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.

C9 DAVIS-BACON REQUIREMENTS

2 CFR § 200, Appendix II(D)

29 CFR Part 5

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

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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

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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;

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(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

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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.

C10 DEBARMENT AND SUSPENSION

2 CFR part 180 (Subpart C)

2 CFR part 1200

DOT Order 4200.5

C10.1 SOLICITATION CLAUSE

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

If the Federal Aviation Administration 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,

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the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

C11 DISADVANTAGED BUSINESS ENTERPRISE

49 CFR part 26

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Truckee Tahoe Airport District 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.

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 7 days from the receipt of each payment the prime contractor receives from Plumas County. The prime contractor agrees further to return retainage payments to each subcontractor within 7 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 Plumas County. This clause applies to both DBE and non-DBE subcontractors.

C12 DISTRACTED DRIVING

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 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

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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.

C13 ENERGY CONSERVATION REQUIREMENTS

2 CFR § 200, Appendix II(H)

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.*).

C14 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

2 CFR 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

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.

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(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.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

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3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the

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Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

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- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

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12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C15 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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.

C16 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR part 200, Appendix II(J)

49 CFR part 20, Appendix A

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

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

C17 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

29 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. 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 (29 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.

C18 PROCUREMENT OF RECOVERED MATERIALS

2 CFR § 200.322

40 CFR part 247

Solid Waste Disposal Act

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.

C19 TAX DELINQUENCY AND FELONY CONVICTIONS

CERTIFICATION OF OFFEROR/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 () 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 twentyfour (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.

C20 TERMINATION OF CONTRACT

C20.1

2 CFR § 200 Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

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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:

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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.

C21 TRADE RESTRICTION CERTIFICATION

49 USC § 50104

49 CFR part 30

C21.1 APPLICABILITY

SOLICITATION CLAUSE

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

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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.

C22 VETERAN'S PREFERENCE

49 USC § 47112(c)

C22.1 APPLICABILITY

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.

END OF SECTION 3

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PART D

DIVISION III

DEPARTMENT OF LABOR WAGE RATE DETERMINATION

PART D
DEPARTMENT OF LABOR WAGE DETERMINATION

DIVISION IV
SPECIAL CONDITIONS

SECTION SC SPECIAL CONDITIONS

(1) LOCATION

The site of the work is at Nervino Airport in Beckwourth, and at Rogers Field in Chester, Plumas County, California. Prior to the submission of his/her bid, each bidder shall visit the site and acquaint himself/herself with local conditions, including but not limited to roads available, source of materials, water, electric power, the relation of the finished grade to the existing grade, and conditions of existing pavements, including haul routes.

(2) WORK TO BE DONE

The work to be done under this contract consists of the following work at Beckwourth-Nervino Airport in Beckwourth, Plumas County, California. The work to be done under this contract consists of furnishing all materials, plant and equipment, and performing all necessary labor in accordance with the prepared plans, specifications, and special provisions as directed by Plumas County or its authorized representative, as follows:

Schedule A – Nervino Airport

- Reseal Existing Joints and Cracks (Mastic Sealant) in Runway 8-26 Pavements (46,100 ln. ft.)
- Reseal Existing Joints in Runway 8-26 Pavements (4,100 ln. ft.)
- Reseal Existing Joints and add Backer Rod in Runway 8-26 Pavements (600 ln. ft.)
- Reseal Existing Cracks in Runway 8-26 Pavements (2,000 ln. ft.)

Schedule B – Rogers Field

- Reseal Existing Joints and Cracks (Mastic Sealant) in Runway 16-34 Pavements (87,000 ln. ft.)
- Reseal Existing Joints in Runway 16-34 Pavements (15,500 ln. ft.)
- Reseal Existing Joints and add Backer Rod in Runway 16-34 Pavements (1,000 ln. ft.)
- Reseal Existing Cracks in Runway 16-34 Pavements (15,000 ln. ft.)

Perform all work and furnish all materials incidental to the above and in accordance with the prepared plans, specifications and special provisions and/or as directed by Plumas County or its authorized representative.

(3) PLANS AND SPECIFICATIONS

The work shall conform to the plans and specifications marked, “*Plumas County, California, Schedule A - Nervino Airport, Beckwourth, California, Reseal Joints in Runway 8-26 Pavements, AIP No. 3-06-0020-____2023; Schedule B – Rogers Field, Chester, California, Reseal Joints in Runway 16-34 Pavements, AIP No. 3-06-0040-____-2023.*

In case of conflict between the plans, specifications and other contract documents, these documents shall govern in the following order:

1 st	Change Order or Supplemental Agreement
2 nd	Contract/Agreement
3 rd	Addenda to the Plans and Specifications
4 th	Bid Proposal
5 th	Technical Provisions
6 th	Special Conditions
7 th	Construction Plans
8 th	FAA General Contract Provisions
9 th	FAA General Construction Items
10 th	State Standard Plans and Specifications
11 th	FAA Specifications and Advisory Circulars

(4) LAWS TO BE OBSERVED

In addition to the general requirements included in Item 70-01 of the Federal General Provisions, Contractor's attention is directed to, and Contractor shall be responsible for conducting the project in compliance with all laws of the State of California governing the construction of public works, including, without limitation, the following:

- a. The California Health and Safety Code and all applicable administrative code regulations adopted pursuant thereto.
- b. All laws governing the employment of labor, qualifications for employment of aliens, payment of employees, convict-made materials, domestic and foreign materials, and accident prevention.
- c. Title XIX of the California Code of Regulations entitled, "Public Safety," Chapter 1, State Fire Marshal, subchapter 1, "General Fire and Panic Safety".
- d. General Industrial Safety Orders. Contractor, and all subcontractors, shall observe and conform to the provisions of Title VIII of the California Code of Regulations relating to safe and proper use, construction, disposal, etc., of materials, machinery, and building appurtenances as therein set forth.
- e. Rules and regulations of local utilities.
- f. Local City and/or County ordinances.
- g. Code rules and safety orders. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal; the National Board of Fire Underwriters; the National Electrical Code; State Industrial Accident Commission's Safety Orders; the safety orders of the Division of Industrial Safety; and Department of Industrial Relations.

h. The Contractor shall conform to the requirements of Section 4216 of the Government Code, as latest amended, relating to subsurface installations.

All of the above laws and regulations are expressly incorporated in this contract and are as much a part of the Contract Documents as if they were incorporated in their entirety in these general provisions.

Nothing in the specifications is to be construed to permit work not conforming to the above, and expense in compliance with the above work shall be borne by the Contractor. Whenever the specifications and working details require higher standards or larger sizes than those required by the ordinances, codes and statutes, the specifications and working details shall take priority over the ordinances, codes and statutes.

The Contractor shall not interpret the enumeration set forth above as being a complete listing of all applicable laws. It is the Contractor's responsibility to keep informed regarding the requirements of all applicable laws and to obey them, and Contractor agrees by execution of the Contract Documents to do so at his/her sole cost, expense, and risk.

All work, materials, work safety procedures and equipment shall be in full accordance with the latest Cal/OSHA rules and regulations.

Contractor warrants that Contractor and each of his/her subcontractors shall, in performance of this contract, comply with each and every compliance order issued pursuant to Cal/OSHA. The Contractor assumes full and total responsibility for compliance with Cal/OSHA standards by his/her subcontractors as well as by the Contractor.

The cost of complying with any compliance order and/or payment of any penalty assessed pursuant to Cal/OSHA shall be borne by the Contractor. Contractor shall save, keep and hold harmless the Owner, and all officers, employees, and agents thereof, from all liabilities, costs, or expenses, in law or in equity, that may at any time arise or be set up because of Contractor's or a subcontractor's non-compliance or alleged non-compliance with Cal/OSHA requirements. Nothing contained herein shall be deemed to prevent the Contractor and his/her subcontractors from otherwise allocating between themselves responsibility for compliance with Cal/OSHA requirements; provided, however, that the Contractor shall not thereby be, in any manner whatsoever, relieved of his/her responsibility to the Owner as hereinabove set forth.

(5) LAWS AFFECTING PUBLIC WORKS

Attention to bidders is called to necessity of being familiar with the various Federal, state and local laws affecting public work, especially (but not limited to) those laws relating to hours of employment, minimum wages, payment of wages, sanitary and safety conditions for workers, worker's compensation insurance, type and kind of materials that can be used, non-discrimination in employment and affirmative action programs. Federal monies are to be utilized by Owner for this Project, and Contractor shall comply with applicable regulations and hold harmless the Owner for its failure to comply. Certain of those provisions are set forth herein. The existence of these

provisions does not excuse the Contractor from complying with other statutory requirements or provisions which are not set forth in these contract documents.

(6) LIMITS OF CONSTRUCTION

The Contractor's personnel and equipment shall be limited to the construction areas as shown on the plans. Contractor agrees to implement such security measures as are necessary to assure compliance with Federal Aviation Administration, State, and local airport regulations. Access to runways, taxiways and aircraft parking aprons for any reasons other than construction will not be permitted.

(7) PROGRESS OF WORK AND TIME OF COMPLETION

Contract Time: This work shall be constructed in accordance with details as shown on the plans and described in the specifications for this project. This work shall be constructed in accordance with details as shown on the plans and described in the specifications for this project. All the work to be performed under Schedule A of this contract shall be completed within **ten (10) working days** and all the work to be performed under Schedule B of this contract shall be completed within **fifteen (15) working days**.

The number of working days shall begin after the date of the written Notice to Proceed issued by Plumas County to the Contractor.

If said Contractor shall be delayed in said work by the acts or neglect of said Owner, or its employees, or those under it by contract or otherwise, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner, or by any cause which the Owner shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Owner agrees to in writing.

This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

(8) LIQUIDATED DAMAGES.

Liquidated damages will be charged against the Contractor in the amount of \$3,000 per calendar day for each consecutive calendar day after the specified construction time or incremental stage that the Contractor uses to complete the project and/or any specified segment of the work. In determining the number of days the contract, or portions thereof, remain incomplete, the completion date shall be the date of recommendation of acceptance of work and materials by the RPR. Contractor and Owner hereby agree to the assessment of liquidated damages in lieu of actual damages that are not reasonably ascertainable at the time of entering into this agreement. These liquidated damages are not a penalty.

(9) CONSTRUCTION SCHEDULE

The sequence of construction shall be as shown on the plans or as directed by the RPR. The Contractor shall develop a schedule of operations in graphic form. This schedule shall show the proposed construction schedule for various items and phases of work and shall also provide space to show the current status of the work. This schedule shall show both calendar and working days on the construction timeline.

The Contractor shall provide a detailed two-week look-ahead plan and schedule showing limits of proposed work and the locations of barricades and runway closure crosses. All schedules shall be updated and coordinated with the Airport Manager and the RPR in order to NOTAM Runway NAVAIDs out of service when the runways are closed.

The Contractor shall submit eight (8) copies of the schedule for approval. No work shall be started until the construction schedule has been approved.

The Contractor shall maintain a copy of this schedule on the project site. This schedule shall be updated and submitted to the Airport and RPR for approval weekly.

(10) CLOSURES OF RUNWAYS, TAXIWAYS AND APRONS

During the construction of the Nervino Airport project it will be necessary to close Runway 8-26 and taxiways. Lighted barricades shall be erected at the locations as directed by the Engineer. When the runway is closed, closed runway crosses shall be placed on the numbers of the runway. These crosses shall be placed on the runway numbers each morning and removed each evening. The runway shall be kept open each night and on the weekend. The Owner will provide flaggers and radio contact (122.8 MHz) during all construction activities of this project.

During the construction of the Rogers Field project it will be necessary to close Runway 16-34 and taxiways. Lighted barricades shall be erected at the locations as directed by the Engineer. When the runway is closed, closed runway crosses shall be placed on the numbers of the runway. These crosses shall be placed on the runway numbers each morning and removed each evening. The runway shall be kept open each night and on the weekend. The Owner will provide flaggers and radio contact (122.8 MHz) during all construction activities of this project.

The contractor shall provide low-profile water filled lighted barricades to assure closure of portions of the Airport as shown on the plans or as directed by the RPR. These barricades shall be 10" high. Flashing red lights shall be placed on all the barricades during nighttime. Payment for the furnishing, maintaining, operating, and placing of lighted barricades or temporary markings will be made under Item C-106 of these specifications.

Contractor shall submit a plan and schedule at the Preconstruction Conference. The submitted Staging Plan shall detail location of closed area, barricade locations, and traffic routes. The approved area to be sealed shall be barricaded off and no traffic shall enter area until determined by the Engineer. For details of the proposed staging of this work, see Sheet 2, Construction Safety and Phasing Plan, of the construction drawings.

It shall be the Contractor's responsibility to require all personnel to observe the safety requirements of the Airport to restrict all personnel and equipment to the work and storage areas assigned to the Contractor.

(11) CONSTRUCTION PHASING

The work performed under this contract shall be completed in two phases at each airport – Nervino Airport and Rogers Field, as shown on Sheets No. A2, Construction Safety and Phasing Plan, Beckwourth Nervino Airport, and No. B2, Construction Safety and Phasing Plan, Rogers Field. Contractor shall work with the Airport and the RPR and submit work schedules for approval at the preconstruction conference or two weeks prior to the start of work (whichever is greater). The phasing for this project is as follows:

Schedule A - Nervino Airport – Beckwourth, California

Phase	Contractor's Work	Contractor's Work Area	Facility Closure
1	Joint Seal	Runway 8-26	Runway 8-26
2	Remark Pavement		

Schedule B – Rogers Field – Chester, California

Phase	Contractor's Work	Contractor's Work Area	Facility Closure
1	Joint Seal	Runway 16-34	Runway 16-34
2	Remark Pavement		

Closure of the runways and taxiways in each phase will first occur for the sealing of the joints and then again for the remarking of the pavement markings. Pavement marking will occur after the completion of all joint sealing.

Contractor shall complete each phase of work at Rogers Field prior to starting work at Nervino Airport. If a fire event occurs that requires USFS firefighting operations at Rogers Field, work shall be shifted to Nervino Airport. Contractor will be allowed 15 working days to complete work at Rogers Field and 10 working days to complete the work at Nervino Airport. All working days shall be consecutive unless work is shifted to Nervino Airport. No work will be performed on Saturday or Sunday.

(12) HAULING ROUTES ON AIRPORT PROPERTY

In order to avoid confusion with aircraft during the construction and to avoid damage to the existing pavement and to the adjacent lands, the Contractor's equipment shall be restricted to certain hauling routes as shown on the Construction Safety and Phasing Plan. The road will be open to the Contractor at all times throughout construction. If the Contractor should find that it is desirable to improve this road, he may do so but will receive no payment for any improvements that he may make. It shall be the responsibility of the Contractor to provide adequate safeguards, including flagmen, so that the operation of the Airport will not be hindered. In addition, it shall be the responsibility of the

Contractor to repair any damage caused by his equipment to these paved areas. Vehicle loads shall not exceed legal highway load limits.

(13) CONTRACTOR'S STORAGE AREAS

The proposed locations have been shown on the Construction Safety and Phasing Plans for the Contractor's staging and storage areas. All contractor equipment and material stockpiles shall be stored a minimum of 125 feet from the centerline of an active runway or 44.5 from the centerline of an active taxiway at Nervino Airport and 250 feet from the centerline of an active runway or 65.5 feet from the centerline of an active taxiway at Rogers Field in the areas shown on the plans. It shall be the responsibility of the Contractor to determine the availability of water, power, gas, and electricity for this area. He shall make all necessary arrangements to provide these services to meet his requirements.

The Contractor shall provide toilet facilities for his personnel in this area. Such facilities shall conform to the requirements of the Plumas County Health Department.

At completion of the contract, the Contractor shall remove all plant, equipment, stockpiles, etc., from the work area. Contractor shall restore all storage and office areas and service roads to the original condition prior to any work in the area. Contractor shall not receive any separate payment for any of this restoration or clean up.

(14) WATERING

Water, when required, shall be applied at locations, in amounts, and during hours, including nights, as directed by the RPR. An adequate water supply shall be provided by the Contractor. The equipment used for watering shall be of ample capacity and of such design as to assure uniform application of water in the amounts directed by the RPR.

The Contractor shall develop his/her own water supply for this project.

No separate payment shall be made for watering, but it shall be considered as a subsidiary obligation of the Contractor covered under the respective items of work.

(15) MARKING OF CONSTRUCTION EQUIPMENT

All construction equipment shall display orange and white checkered flags, 3'x3'. These flags shall be so located on the equipment as to be plainly visible to all aircraft. No equipment shall be parked on or over the paved area of the airfield or within the runway protection zone. Parking areas for equipment will be designated by the RPR. During any night work all equipment shall use flashing amber lights located in clearly visible locations.

(16) AIRCRAFT RIGHT OF WAY AND ACCESS

Aircraft shall at all times have the right of way. Aircraft shall have access to all airport facilities at all times except when that part of the Airport is closed. Aircraft shall have access to all open airport facilities at all times. All aircraft shall at all times be protected from all equipment, materials, and dust. Contractor will be required to initiate effective dust control measures as needed at no additional cost to Owner.

(17) PROTECTION OF CABLES, CONTROLS, NAVAIDS AND WEATHER BUREAU FACILITIES

Due to the critical nature of certain utilities to the operation of the Airport, the following Special Provisions for Protection of Cables, Controls, and Navaids shall apply:

The Contractor is hereby informed that there are installed on the Airport certain structural facilities served by underground cable and other electric power cables serving other facilities. Such facilities and electric cables must be fully protected during the entire construction time. Work under this contract can be accomplished in the vicinity of these facilities and cables only at approved periods of time. Approval is subject to withdrawal at any time because of changes in weather, emergency conditions on the existing airfield areas, anticipation of emergency conditions, and for any other reason determined by the RPR acting under the orders and instructions of the airport management. Any instructions to the Contractor to clear any given area, at any time, by the RPR or Airport Management (by radio or other means) shall be immediately executed. Construction work shall be commenced in the cleared area only when additional instructions are issued by the proper authorities.

Power and control cables leading to and from any facilities will be marked in the field by the RPR for the information of the Contractor before any work in their general vicinity is started. Thereafter, through the entire time of this construction, they shall be protected from any possible damage, including crossing with unauthorized equipment, etc.

Not less than two full working days prior to performing any excavation, the Contractor shall notify Underground Service Alert (USA) by calling 811. The location of the subsurface installations shall be in accordance with Section 4216 of the Government Code, as latest amended. No excavation shall be performed until the subsurface installations have been located, hand-excavated and identified. These special conditions intend to make perfectly clear the need for protection of cables and other electrical facilities by this Contractor at all times.

These special provisions intend to make perfectly clear the need for protection of cables and other electrical facilities by this Contractor at all times.

The Contractor shall immediately repair, with identical material by skilled workmen, any underground cables serving airport facilities that are damaged by his/her workers, equipment, or work. Prior approval of the RPR or of the representative designated by Airport Management must be obtained for the materials, workers, time of day or night, and for the method of repairs for any temporary or permanent repairs the Contractor proposes to make to any airport facilities and cables damaged by this Contractor.

It is recognized that the Owner will incur costs for employees' salaries, RPR fees and otherwise in connection with the damage, inspection and repair of any such damage caused by the Contractor; and consequently that the Owner may incur loss of income by reason of the diversion of aircraft traffic from the airport resulting from interruption of the use of airport facilities; and that such expenses and loss of income are not measurable now and may not be reasonably ascertainable at the time of any incident caused by the Contractor. The Owner and the Contractor hereby agree to the assessment of liquidated damages in lieu of such expenses or other damages incurred by the Owner. In addition to the obligation of the Contractor to immediately repair any cables or facilities damaged by the Contractor as set forth above, the sum of \$300 for each day or portion of a day that the equipment is inoperable shall be deducted from any money due the Contractor; or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the surety, or from both. The amount of these deductions is not considered a penalty.

(18) AIRPORT SECURITY

During the course of the contract, the Contractor shall be responsible for maintaining security against unauthorized access to the Airport. The Contractor will be held responsible for any fines, damages, or civil penalties filed against the Owner for the Contractor's failure to maintain the regulations set forth herein.

In accordance with the requirements of the Federal Aviation Administration as set forth in FAR 107.11(F), the Contractor shall take all steps necessary to assure Owner that the backgrounds of all employees have been checked to the extent necessary to assure that permitting them unescorted access to any area on the airport controlled for security reasons is appropriate. This background check, to the extent allowable by law, shall include at a minimum references and prior employment histories to the extent necessary to verify representations made by the employee relating to employment in the preceding 5 years.

All equipment, vehicle and personnel travel shall be restricted to designated work sites.

Only vehicles used for construction purposes shall enter the work boundaries. Contractor personnel may, however, be allowed to park their personal vehicles within a designated staging area as shown on the plans. All vehicles shall have identifying markings on them that show that they are authorized on the Airport. All personnel working on the airport shall wear identification such as badges or hard hats with contractor's logo to show that they are authorized on the airport.

All security measures must be coordinated with Airport Management and the RPR and must be approved prior to implementation.

Only Contractor and subcontractor employees are permitted in the work sites. They must enter and exit the airport areas restricted to public access and airport operations area only through the designated Contractor gate. The gate used by the Contractor shall remain closed at all times except when authorized equipment is actually entering the airport or gate is continuously guarded to keep unauthorized personnel and wildlife from entering the airport.

In the event of an emergency, men and equipment shall be moved immediately at the direction of Airport Management or the RPR.

(19) AVIATION SAFETY REQUIREMENTS DURING CONSTRUCTION (AC 150/5370-2G)

Airport Construction Safety and Phasing Plans (CSPP) have been prepared to outline all safety issues related to the proposed construction. These CSPPs are included in these specifications as Appendix A for Nervino Airport and Appendix B for Rogers Field. The Contractor will be required to submit all reports designated in the CSPPs and implement all safety measures set forth in these plans.

A. **SAFETY PLAN COMPLIANCE DOCUMENT** – At the Preconstruction Conference, the Contractor shall present Safety Plan Compliance Documents (SPCD) – one for Nervino Airport and one for Rogers Field - detailing how he/she will comply with the Construction Safety and Phasing Plans (CSPP). The SPCD should include a general statement by the construction contractor that he/she has read and will abide by the CSPP. In addition, the SPCD must include all supplemental information that could not be included in the CSPP prior to the contract award. The contractor statement should include the name of the contractor, the title of the project CSPP, the approval date of the CSPP, and a reference to any supplemental information (that is, “I, Name of Contractor, have read the Title of Project CSPP, approved on Date, and will abide by it as written and with the following additions as noted.”). The supplemental information in the SPCD should be written to match the format of the CSPP indicating each subject by corresponding CSPP subject number and title. If no supplemental information is necessary for any specific subject, the statement, “No supplemental information,” should be written after the corresponding subject title. The SPCD should not duplicate information in the CSPP.

This SPCD shall be submitted to the Owner for approval prior to start of construction and shall include the following:

- (1) **Coordination.** Discuss details of proposed safety meetings with the airport operator and with contractor employees and subcontractors.
- (2) **Phasing.** Discuss proposed construction schedule elements, including:
 - (a) Duration of each phase.
 - (b) Daily start and finish of construction, including “night only” construction.
 - (c) Duration of construction activities during:
 - i. Normal runway operations.
 - ii. Closed runway operations
 - iii. Modified runway “Aircraft Reference Code” usage.
- (3) **Areas and operations affected by the construction activity.** These areas and operations should be identified in the CSPP and should not require an entry in the SPCD.

(4) **Protection of NAVAIDs.** Discuss specific methods proposed to protect operating NAVAIDs.

(5) **Contractor access.** Provide the following:

- (a) Details on how the contractor will maintain the integrity of the airport security fence (gate guards, daily log of construction personnel, and other).
- (b) Listing of individuals requiring driver training (for certificated airports and as requested).
- (c) Radio communications.
 - (i) Types of radios and backup capabilities.
 - (ii) Who will be monitoring radios.
 - (iii) Whom to contact if the Owner cannot reach the contractor's designated person by radio.
- (d) Details on how the contractor will escort material delivery vehicles.

(6) **Wildlife management.** Discuss the following:

- (a) Methods and procedures to prevent wildlife attraction.
- (b) Wildlife reporting procedures.

(7) **Foreign Object Debris (FOD) management.** Discuss equipment and methods for control of FOD, including construction debris and dust.

(8) **Hazardous material (HAZMAT) management.** Discuss equipment and methods for responding to hazardous spills.

(9) **Notification of construction activities.** Provide the following:

- (a) Contractor points of contact.
- (b) Contractor emergency contact.
- (c) Listing of tall or other requested equipment proposed for use on the airport and the timeframe for submitting 7460-1 forms not previously submitted by the airport operator.
- (d) Batch plant details, including 7460-1 submittal.

(10) **Inspection requirements.** Discuss daily (or more frequent) inspections and special inspection procedures.

(11) **Underground utilities.** Discuss proposed methods of identifying and protecting underground utilities.

- (12) **Penalties.** Penalties should be identified in the CSPP and should not require an entry in the SPCD.
- (13) **Special conditions.** Discuss proposed actions for each special condition identified in the CSPP.
- (14) **Runway and taxiway visual aids.** Including marking, lighting, signs, and visual NAVAIDs. Discuss proposed visual aids including the following:
 - (a) Equipment and methods for covering signage and airfield lights.
 - (b) Equipment and methods for temporary closure markings (paint, fabric, other).
 - (c) Types of temporary Visual Guidance Slope Indicators (VGSI).
- (15) **Marking and signs for access routes.** Discuss proposed methods of demarcating access routes for vehicle drivers.
- (16) **Hazard marking and lighting.** Discuss proposed equipment and methods for identifying excavation areas.
- (17) **Protection of runway and taxiway safety areas, including object free areas, obstacle free zones, and approach/departure surfaces.** Discuss proposed methods of identifying, demarcating, and protecting airport surfaces including:
 - (a) Equipment and methods for maintaining Taxiway Safety Area standards.
 - (b) Equipment and methods for separation of construction operations from aircraft operations, including details of barricades.
- (18) Other limitations on construction should be identified in the CSPP and should not require an entry in the SPCD.

B. GENERAL SAFETY REQUIREMENTS

Throughout the construction project, the following safety and operational practices should be observed:

- Operational safety should be a standing agenda item during progress meetings throughout the construction project.
- The contractor and airport operator shall perform onsite inspections throughout the project, with immediate remedy of any deficiencies, whether caused by negligence, oversight, or project scope change.
- The apron remains in use by helicopters to the maximum extent possible
- Helicopter use of areas near the contractor's work will be controlled to minimize disturbance to the contractor's operation.
- Contractor, sub-contractor, and supplier employees or any other unauthorized persons must be restricted from entering or remaining in airport area that would be hazardous.

- Construction that is within the safety area of an active runway, taxiway, or apron that is performed under normal operational conditions must be performed when the runway, taxiway, or apron is closed or restricted and initiated only with prior permission from the airport operator.
- The contracting officer, airport operator, or other designated airport representative may order the contractor to suspend operations; move personnel, equipment, and materials to a safe location; and stand by until aircraft use is completed.

C. CONSTRUCTION MAINTENANCE AND FACILITIES MAINTENANCE

Before beginning any construction activity, the contractor must, through the airport operator, give notice (using the Notice to Airmen (NOTAM) System) of proposed location, time, and date of commencement of construction. Upon completion of work and return of all such areas to standard conditions, the contractor must, through the airport operator, verify the cancellation of all notices issued via the NOTAM System. Throughout the duration of the construction project, the contractor must:

- Be aware of and understand the safety problems and hazards described in AC 150/5370-2, *Operational Safety on Airports During Construction*.
- Conduct activities so as not to violate any safety standards contained in AC 150/5370-2 or any of the references therein.
- Inspect all construction and storage areas as often as necessary to be aware of conditions.
- Promptly take all actions necessary to prevent or remedy any unsafe or potentially unsafe conditions as soon as they are discovered.

D. APPROACH CLEARANCE TO RUNWAYS

Runway thresholds must provide an unobstructed approach surface ratio over equipment and materials.

E. RUNWAY AND TAXIWAY SAFETY AREA (RSA and TSA)

A runway must be closed/partially closed if construction activity will occur within the RSA. Construction activity within the TSA/obstacle-free zone is permissible when the taxiway is open to aircraft traffic if adequate wingtip clearance exists between the aircraft and equipment/material; excavations, trenches, or other conditions are conspicuously marked and lighted; and local NOTAMs are in effect for the activity.

(1) Procedures for protecting runway edges

- Limit construction equipment and personnel to remain on existing paved surfaces.
- Prevent personnel, material, and/or equipment from penetrating OFZ.

- Coordinate construction activity with the Airport Management, FAA Regional Airports Office, or Airports District Office and through the airport operator issue an appropriate NOTAM.

Airport	Runway	Aircraft Approach Category	Airplane Design Group	RSA Width in Feet Divided by 2
Nervino	8-26	A	I Small	60
Rogers	16-34	B	II	75

(2) Procedure for Protecting Runway ends

- Maintain the RSA from the runway threshold to a point at least the distance from the runway threshold as existed before construction activity, unless the runway is closed or restricted to aircraft operations requiring an RSA that is equal to the RSA length available during construction. This may involve the use of declared distances and partial runway closures.
- Ensure all personnel, materials, and/or equipment are clear of the applicable threshold siting criteria surface as defined in Appendix, "Threshold Siting Requirements," of AC 150/5300-13.
- Prevent personnel, material and/or equipment, from penetrating the Object Free Zone (OFZ).
- Ensure adequate distance for blast protection is provided, as needed.
- Coordinate construction activity with the Airport Management, FAA Regional Division Office, and, through the airport operator, issue an appropriate NOTAM.

Airport	Runway End Number	Airplane Design Group	Aircraft Approach Category	Minimum Safety Area Behind Threshold	Minimum Unobstructed Approach Slope
Nervino	8	I Small	A	240 ft.	20:1
	26	I Small	A	240 ft.	20:1
Rogers	16	II	B	300 ft.	20:1
	34	II	B	300 ft.	20:1

F. CLOSED RUNWAY MARKINGS AND LIGHTING

Closed runway marking is required during the construction of this project.

G. HAZARDOUS AREA MARKING AND LIGHTING

Hazardous areas will be marked with barricades as shown on the plans. The markings restrict access and make hazards obvious to aircraft, personnel, and vehicles. During

periods of low visibility and at night, identify hazardous areas with suitable lighted barricades with flashing red lights having at least five (5) candelas effective intensity for night marking. The hazardous area marking and lighting shall be supplied by the contractor, and are depicted on the plans. There will be no separate payment for hazardous area marking and lighting.

H. VEHICLE OPERATION MARKING AND CONTROL

- (1) When any vehicle, other than one that has prior approval from the airport operator, must travel over any portion of an aircraft movement area, it shall be escorted and properly identified. To operate in those areas during daylight hours, the vehicle must have a flag or beacon attached to it. Any vehicle operating on the movement areas during hours of darkness or reduced visibility should be equipped with a flashing dome type light, the color of which is in accordance with local or state codes.
- (2) It may be desirable to clearly identify the vehicles for control purposes by either assigned initials or numbers that are prominently displayed on each side of the vehicle. The identification symbols should be a minimum 8-inch, block-type characters of a contrasting color, and easy to read. They may be applied either by using tape or a water-soluble paint to facilitate removal. Magnetic signs are also acceptable. In addition, all vehicles must display identification media as specified in the approved security plan.
- (3) Employee parking shall be as shown on the Construction Layout and Safety Plan and designated by the RPR.
- (4) Access to the job site shall be as shown on the Construction Layout and Safety Plan and as designated by the RPR.
- (5) All vehicle/equipment operations driving on the airport must have an appropriate level of knowledge of airport rules and regulations. The Contractor will be required to submit a list of authorized vehicle operators to the Airport. The vehicle operators will be required to maintain a current drivers' license. No vehicle will be allowed to cross an active pavement without an escort.
- (6) All vehicle operators will be trained on airport procedures, safety, work area limits, security, and communications. All personnel with movement area driving privileges will be trained on pedestrian and ground vehicle procedures, including consequences of noncompliance, prior to moving on foot, or operating a ground vehicle, in movement areas or safety areas.

I. NAVIGATIONAL AIDS

Navigational aids include the PAPI to Runway 26 at Beckwourth and PAPIs on Runways 16 and 34 at Chester. The Contractor must not conduct any construction activity within navigational aids' restricted areas without prior approval from the Owner. Such restricted areas are depicted on construction plans.

J. LIMITATIONS ON CONSTRUCTION

Additional limitations on construction shall include:

- (1) Prohibit open-flame welding or torch cutting operations unless adequate fire safety precautions are provided, and these operations have been authorized by the RPR.
- (2) Prominently mark open trenches, excavations, and stockpiled materials at the construction site with alternating orange and white flags and light these obstacles during hours of restricted visibility and darkness.
- (3) Marking and lighting of closed, deceptive, and hazardous areas on airports, as appropriate.
- (4) Constrain stockpiled material to prevent its movement as a result of the maximum anticipated aircraft blast and forecast wind conditions.

K. RADIO COMMUNICATIONS

Vehicular traffic located in or crossing an active movement area must have a working two-way radio in contact with the local Unicom frequency - 122.8 MH - or be escorted by a flag person (in radio contact with Unicom). The driver, through personal observation, should confirm that no aircraft is approaching the vehicle position. Construction personnel may operate in a movement area without two-way radio communication provided a NOTAM is issued closing the area and that the area is properly marked to prevent incursions. Contractor shall monitor Unicom radio on frequency 122.8. Continuous monitoring is required.

L. DEBRIS

Waste and loose material must not be placed in active movement areas. Materials tracked onto these areas must be removed continuously during the work project.

(20) SUBMITTALS AND/OR SHOP DRAWINGS.

- a) The specifications indicate the desired equipment and materials as to type and quality. Wherever proprietary names are listed in these specifications, it shall be interpreted that the words "or approved equal" follow, unless otherwise specified. The words "or approved equal" shall be interpreted as meaning equal in every respect as determined by the RPR.

b) Prior to or at the Preconstruction Conference, the Contractor shall submit to the RPR for approval a complete list of all equipment and materials intended to be used on the job. The list shall include the following information for each item.

Name of Item
FAA Specifications Number (If Any)
Manufacturer's Name
Manufacturer's Catalog Number
Size, Type and Rating

c) Prior to or at the Preconstruction Conference the Contractor shall submit to the RPR for approval the following:

Construction Schedule
Safety Plan Compliance Document – Nervino Airport
Safety Plan Compliance Document – Rogers Field

Construction on this project cannot begin until these submittals have been reviewed and approved.

d) Prior to or at the Preconstruction Conference, the Contractor shall submit to the RPR for approval a Schedule of Values for all Lump Sum items included in the contract. This schedule shall include the item, description, total contract amount, and scheduled payment amounts. The schedule shall be made out in such form as the County, RPR, and Contractor may agree upon and be supported by evidence as to its correctness. This schedule, when approved by the County and the RPR, will be used as the basis for making progress payments on all lump sum items, except for those that have a payment schedule stipulated in their respective specification sections. The Contractor shall take note of the schedules of partial payments that are included in Item C-105, Mobilization.

e) Within five (5) calendar days after RPR's approval of the equipment and materials list, the Contractor shall submit to the RPR for written approval copies of all shop drawings and all equipment and materials submittals. The shop drawings and equipment/materials submittals shall be complete showing all details.

f) The Contractor shall review and sign all shop drawings prior to submitting same for RPR's approval. All shop drawings received without the Contractor's signature will be subject to return without review or comment.

It shall be the responsibility of the Contractor to specifically point out any variation or discrepancy between the shop drawings or manufacturers' instructions he submits and the Contract Documents. Failure by the Contractor to identify in his/her letter of transmittal any variation, discrepancy, or conflict with the contract drawings may result in the shop drawing or submittal being returned to the Contractor for resubmittal.

- g) The shop drawings shall show completely the work to be done, but approval by the RPR shall not be construed as waiving any of the requirements of the contract and particularly shall not be construed as relieving the Contractor of full responsibility for fitting his/her equipment in the spaces provided; or from responsibility to fulfill the contract at no extra cost to the Owner, within the completion time.
- h) The Contractor shall submit electronic copies of all shop drawings and equipment and materials submittals. Fax submittals will only be acceptable as preliminary submittals and are to be followed up with hard copies. E-mail submittals shall be clear and legible.

(21) SUBMITTAL AND SHOP DRAWING APPROVALS

The RPR will review all submittals and shop drawings and return them to the Contractor. If the Contractor's submittal or shop drawings are incomplete or the product submitted does not meet specification requirements, the RPR will reject the submittal or shop drawing and the Contractor will be required to resubmit. Resubmittals shall address all comments from the RPR. Partial resubmittals may be returned without action. The review of the first submittal and one resubmittal on any item will be made by the RPR at no cost to the Contractor. The Contractor will be charged for and shall reimburse the Owner for the RPR's costs of reviewing the second and each subsequent resubmittal. The RPR's costs will be charged to the Owner and deducted from the Contractor's progress payments.

(22) VIDEOTAPING

A minimum of one (1) week prior to start of construction, the Contractor shall have video taken where construction is to take place. Such video records/documentation shall be provided to the RPR before construction commences. These videos shall be narrated and shall serve as a record of existing conditions for disputes arising from restoration, and should therefore be taken along the line of construction and site access and staging areas at sufficient detail and in color as necessary to clearly depict details of existing conditions. All videos shall be indexed and catalogued in such a manner that each photographed area is readily identifiable, and shall also indicate the date and time (hour, minutes, and seconds) on which the video was made. The Contractor shall also have video taken of any unusual conditions encountered during construction that are not already a matter of photographic record. In any areas where existing conditions cannot be determined by means of video, the area shall be restored as approved by the RPR at Contractor's expense. All video shall become the property of the Owner.

No separate payment will be made for video documentation.

(23) CONSTRUCTION MANAGEMENT PLAN

There will be no formal Quality Control (QC) Program required of the Contractor during the construction of this project. The Owner is responsible for Quality Assurance (QA) to confirm that all work has been performed in accordance with the plans and specifications. The Contractor is encouraged to provide quality control on all materials and construction operations to assure quality materials and conformance with specifications. A Required Submittals List has been included in these specifications in Appendix C.

(24) CONTRACTOR'S RECORD DRAWINGS

The Owner shall provide the Contractor with one extra set of working plans and specifications, which Contractor shall keep at the site of the work at all times. The following information shall be inserted and dimensioned on said drawings and specifications, in RED by the Contractor: The exact location of all installations in their finished condition, including all electrical installations; all changes in construction, materials and installed equipment; adequate dimensional data, both horizontal and vertical, to allow location of covered installations; the identification of changes authorized by change order, and the number of that change order. Upon completion of the work, said drawings and specifications shall be returned to the Design Engineer prior to the final payment.

Drawings shall be subject to the inspection of the RPR at all times and shall be kept current weekly with all work instructions, change orders, and construction adjustments shown thereon and initialed by the Inspector.

Progress payments or portions thereof may be withheld if drawings are not maintained as stated above. At the final inspection the Contractor shall submit record drawings to the Inspector for review and comment by the RPR. The work will not be formally accepted until the record drawings are accepted by the RPR.

Prior to release of retainage by the Owner, the Contractor shall deliver to the RPR the Contractor's set of marked-up drawings as identified above for the RPR's use in preparing the project record drawings.

(25) OPERATION AND MAINTENANCE MANUALS

Not applicable.

(26) ANTI-TRUST ASSIGNMENT

By execution of the Contract Documents, or any subcontract awarded by the Contractor, the Contractor or any subcontractor offers and agrees to assign and hereby does assign to the County all rights, title, and interest in and to all causes of action such Contractor or subcontractor may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code, commencing with Section 16700), arising from purchases of goods, services, or materials pursuant to this public works contract or subcontract. This assignment shall be made and shall become effective upon execution of the contract.

(27) CONTRACTOR NOT AGENT, NOR EMPLOYEE

Neither the Contractor nor any subcontractor, or any officer, agent, or employee of either, is, nor shall they represent themselves to be, an officer, agent, or employee of the County for any purpose whatsoever.

No person employed by the Contractor, or by any subcontractors, are, nor shall they be construed to be, in any manner or for any purpose whatsoever, employees of the County.

(28) CONTRACTOR'S GUARANTEE

The Owner shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to any building, work or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly guarantees the first-class quality of all workmanship and of all materials, apparatus and equipment used or installed by him or by any subcontractor or supplier in the project which is the subject of this Contract, unless a lesser quality is expressly authorized in the Plans and Specifications, in which event Contractor shall conform with the Plans and Specifications or any written authorized deviation there from. In case of any defect in work, materials, apparatus or equipment, whether latent or patent, revealed to Owner within one (1) year of the date of acceptance of completion of this Contract by the Owner, the Contractor shall forthwith remedy such defect or defects without cost to the Owner.

(29) COORDINATION MEETING

In order to coordinate the work, weekly meetings will be held during the construction phase of the work in the Pilot's Lounge at Nervino Airport, Beckwourth, California, and in the Airport Office, Rogers Field, Chester, California.

The time of this meeting will be determined at a time convenient to the Owner, RPR and Contractor. The Contractor's superintendent must attend these meetings.

At these weekly meetings the Contractor shall submit in writing an updated progress report for the total work and a schedule defining the work for the following two weeks. Except for emergencies or unforeseen circumstances, this schedule shall be followed. Contractor shall also bring to these meetings his/her red-lined construction drawings showing all work to date.

(30) EXISTING CONDITIONS

Test borings and test pits have been excavated throughout the site and the results of these tests are available for inspection from the Design RPR. These borings show the conditions prior to the start of any construction on the Airport property. The Owner assumes no responsibility for the accuracy of the data presented. The Contractor shall be responsible for obtaining and verifying any and all soils and subsoil data required to prepare his bid.

The Contractor shall be fully responsible for handling any water or water-related problems that may arise during the construction of this project without additional compensation over and above that provided for in the unit prices bid.

**** END OF SECTION ****

DIVISION V

TECHNICAL PROVISIONS

Item P-605 Joint Sealants for Pavements

DESCRIPTION

605-1.1 This item shall consist of providing and installing a resilient and adhesive joint sealing material capable of effectively sealing joints in pavement; joints between different types of pavements; and cracks in existing pavement.

MATERIALS

605-2.1 Joint sealants. Joint sealant materials must meet the requirements of:

ASTM D6690, "Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements," Type II, or

ASTM D8260, "Standard Specification for Hot-Applied Asphalt Aggregate Filled Mastic," Type II,

as designated on the plans.

Each lot or batch of sealant must be delivered to the jobsite in the manufacturer's original sealed container. Each container must be marked with the manufacturer's name, batch or lot number, the safe heating temperature, and must be accompanied by the manufacturer's certification stating that the sealant meets the requirements of this specification.

605-2.2 Backer rod. The material furnished shall be a compressible, non-shrinking, non-staining, non-absorbing material that is non-reactive with the joint sealant in accordance with ASTM D5249. The backer-rod material shall be $25\% \pm 5\%$ larger in diameter than the nominal width of the joint.

605-2.3 Bond breaking tapes. Not applicable

CONSTRUCTION METHODS

605-3.1 Time of application. Joints shall be sealed as soon after completion of the curing period as feasible and before the pavement is opened to traffic, including construction equipment. The pavement temperature shall be 50°F (10°C) and rising at the time of application of the poured joint sealing material. Do not apply sealant if moisture is observed in the joint.

605-3.2 Equipment. Machines, tools, and equipment used in the performance of the work required by this section shall be approved before the work is started and maintained in satisfactory condition at all times. Submit a list of proposed equipment to be used in performance of construction work including descriptive data, seven (7) days prior to use on the project.

a. Tractor-mounted routing tool. Provide a routing tool, used for removing old sealant from the joints, of such shape and dimensions and so mounted on the tractor that it will not damage the sides of the joints. The tool shall be designed so that it can be adjusted to remove the old material to varying depths as required. The use of V-shaped tools or rotary impact routing devices will not be permitted. Hand-operated spindle routing devices may be used to clean and enlarge random cracks.

b. Concrete saw. Provide a self-propelled power saw, with water-cooled diamond or abrasive saw blades, for cutting joints to the depths and widths specified.

c. Sandblasting equipment. Not applicable

e. Waterblasting equipment. The Contractor must demonstrate waterblasting equipment including the pumps, hose, guide and nozzle size, under job conditions, before approval in accordance with paragraph 605-3.3. The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

e. Hand tools. Hand tools may be used, when approved, for removing defective sealant from a crack and repairing or cleaning the crack faces. Hand tools should be carefully evaluated for potential spalling effects prior to approval for use.

f. Hot-poured sealing equipment. The unit applicators used for heating and installing ASTM D6690 joint sealant materials shall be mobile and shall be equipped with a double-boiler, agitator-type kettle with an oil medium in the outer space for heat transfer; a direct-connected pressure-type extruding device with a nozzle shaped for inserting in the joint to be filled; positive temperature devices for controlling the temperature of the transfer oil and sealant; and a recording type thermometer for indicating the temperature of the sealant. The applicator unit shall be designed so that the sealant will circulate through the delivery hose and return to the inner kettle when not in use.

605-3.3 Preparation of joints. Pavement joints for application of material in this specification must be dry, clean of all scale, dirt, dust, curing compound, and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

a. Sawing. All joints shall be sawed, if necessary, in accordance with specifications and plan details. Immediately after sawing the joint, the resulting slurry shall be completely removed from joint and adjacent area by flushing with a jet of water, and by use of other tools as necessary.

b. Sealing. Immediately before sealing, the joints shall be thoroughly cleaned of all remaining laitance, curing compound, filler, protrusions of hardened concrete, old, loose sealant and other foreign material from the sides and upper edges of the joint space to be sealed. Cleaning shall be accomplished by heat lance, tractor-mounted routing equipment, concrete saw, or waterblaster, as specified in paragraph 605-3.2. The newly exposed concrete joint faces and the pavement surface extending a minimum of 1/2 inch (12 mm) from the joint edge shall be sandblasted clean. Sandblasting shall be accomplished in a minimum of two passes. One pass per joint face with the nozzle held at an angle directly toward the joint face and not more than 3 inches (75 mm) from it. After final cleaning and immediately prior to sealing, blow out the joints with compressed air and leave them completely free of debris and water. The joint faces shall be surface dry when the seal is applied.

c. Backer Rod. When the joint opening is of a greater depth than indicated for the sealant depth, plug or seal off the lower portion of the joint opening using a backer rod in accordance with paragraph 605-2.2 to prevent the entrance of the sealant below the specified depth. Take care to ensure that the backer rod is placed at the specified depth and is not stretched or twisted during installation.

d. Bond-breaking tape. Not applicable

605-3.4 Installation of sealants. Joints shall be inspected for proper width, depth, alignment, and preparation, and shall be approved by the RPR before sealing is allowed. Sealants shall be installed in accordance with the following requirements:

Immediately preceding, but not more than 50 feet (15 m) ahead of the joint sealing operations, perform a final cleaning with compressed air.

Hot Applied Sealant. Fill the joints and cracks from the bottom up and form a “Band-Aid” type surface section by overfilling the joint and then distributing the sealant and shaping the “Band-Aid” section as shown on the plans with a properly configured “V” shaped squeegee or spreaderbox. No depression of the joint sealant over the joint or crack will be allowed. If the sealant subsides, leaving a depression in the top of the sealant, additional sealant must be applied within one week of original sealing operations to fill the

depression. This additional sealant, if required shall be incidental and must be included in the unit price bid for the crack or joint seal item.

Remove and discard excess or spilled sealant from the pavement by approved methods. Install the sealant in such a manner as to prevent the formation of voids and entrapped air. In no case must gravity methods or pouring pots be used to install the sealant material. Traffic must not be permitted over newly sealed pavement until authorized by the RPR. When a primer is recommended by the manufacturer, apply it evenly to the joint faces in accordance with the manufacturer's instructions. Check the joints frequently to ensure that the newly installed sealant is cured to a tack-free condition within the time specified.

605-3.5 Inspection. The Contractor shall inspect the joint sealant for proper rate of cure and set, bonding to the joint walls, cohesive separation within the sealant, reversion to liquid, entrapped air and voids. Sealants exhibiting any of these deficiencies at any time prior to the final acceptance of the project shall be removed from the joint, wasted, and replaced as specified at no additional cost to the airport.

605-3.6 Clean-up. Upon completion of the project, remove all unused materials from the site and leave the pavement in a clean condition.

METHOD OF MEASUREMENT

605-4.1 Joint sealing material shall be measured by the linear foot of sealant in place per each Type of joint/crack, completed, and accepted.

BASIS OF PAYMENT

605-5.1 Payment for joint sealing material shall be made at the contract unit price per linear foot. The price shall be full compensation for furnishing all materials, for all preparation, delivering, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Schedule A:

Item P-605-5.1a	Joint Sealing Filler Type A – Reseal Existing Joints and Cracks (Mastic Sealant), per linear foot
Item P-605-5.1b	Joint Sealing Filler Type B – Reseal Existing Joints, per linear foot
Item P-605-5.1c	Joint Sealing Filler Type C – Reseal Existing Joints (add Backer Rod), per linear foot
Item P-605-5.1d	Joint Sealing Filler Type D – Seal Existing Cracks, per linear foot

Schedule B:

Item P-605-5.1a	Joint Sealing Filler Type A – Reseal Existing Joints and Cracks (Mastic Sealant), per linear foot
Item P-605-5.1b	Joint Sealing Filler Type B – Reseal Existing Joints, per linear foot
Item P-605-5.1c	Joint Sealing Filler Type C – Reseal Existing Joints (add Backer Rod), per linear foot
Item P-605-5.1d	Joint Sealing Filler Type D – Seal Existing Cracks, per linear foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D789	Standard Test Method for Determination of Relative Viscosity of Polyamide (PA)
ASTM D5249	Standard Specification for Backer Material for Use with Cold- and Hot-Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints
ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt

Advisory Circulars (AC)

AC 150/5340-30	Design and Installation Details for Airport Visual Aids
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END ITEM P-605

Item P-620 Runway and Taxiway Marking

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms "paint" and "marking material" as well as "painting" and "application of markings" are interchangeable throughout this specification.

MATERIALS

620-2.1 Materials acceptance. The Contractor shall furnish manufacturer's certified test reports, for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer's surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

620-2.2 Marking materials.

Table 1. Marking Materials

Paint ¹				Glass Beads ²	
Type	Color	Fed Std. 595 Number	Application Rate Maximum	Type	Application Rate Minimum
I or II	White	37925	115 ft ² /gal. max. (2.8 m ² /l)	III	10 lb./gal. min. (1.2 kg/l)
I or II	Yellow	33538 or 33655	115 ft ² /gal. max. (2.8 m ² /l)	III	10 lb./gal. min. (1.2 kg/l)
I or II	Black	37038	115 ft ² /gal. max. (2.8 m ² /l)	--	--

¹ See paragraph 620-2.2a

² See paragraph 620-2.2b

a. Paint. Paint shall be waterborne in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595.

Waterborne. Paint shall meet the requirements of Federal Specification TT-P-1952F, Type I or II. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis.

b. Reflective media. Glass beads for white and yellow paint shall meet the requirements for Federal Specification TT-B-1325D Type III.

Glass beads for red paint shall meet the requirements for Type I, Gradation A.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black paint.

CONSTRUCTION METHODS

620-3.1 Weather limitations. Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

620-3.2 Equipment. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

620-3.3 Preparation of surfaces. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminates that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

a. Preparation of new pavement surfaces. The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

b. Preparation of pavement to remove existing markings. Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by the RPR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings. Seal coat shall be an SS1h or equivalent.

c. Preparation of pavement markings prior to remarking. Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufacturers application and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

620-3.4 Layout of markings. The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans.

620-3.5 Application. A period of 2 days shall elapse between placement of surface course or seal coat and application of the permanent paint markings. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the RPR.

The edges of the markings shall not vary from a straight line more than 1/2 inch (12 mm) in 50 feet (15 m), and marking dimensions and spacing shall be within the following tolerances:

Marking Dimensions and Spacing Tolerance

Dimension and Spacing	Tolerance
36 inch (910 mm) or less	±1/2 inch (12 mm)
greater than 36 inch to 6 feet (910 mm to 1.85 m)	±1 inch (25 mm)
greater than 6 feet to 60 feet (1.85 m to 18.3 m)	±2 inch (50 mm)
greater than 60 feet (18.3 m)	±3 inch (76 mm)

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

620-3.6 Application--preformed thermoplastic airport pavement markings. Preformed thermoplastic pavement markings not used.

620-3.7 Control strip. Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

620-3.8 Retro-reflectance. Not used

620-3.9 Protection and cleanup. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfigurement by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the RPR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

METHOD OF MEASUREMENT

620-4.1a The quantity of surface preparation shall be measured by the number of square feet for the removal of existing markings as specified in paragraph 620-3.3.

620-4.1b The quantity of markings shall be paid for shall be measured by the number of square feet of painting.

620-4.1c The quantity of reflective media shall be paid for by the number of pounds of reflective media.

BASIS OF PAYMENT

620-5.1 This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the RPR in accordance with these specifications.

620-5.1a Payment for surface preparation shall be made at the contract price for the number of square feet for the removal of existing markings as specified in paragraph 620-3.3.

620-5.2 Payment for markings shall be made at the contract price for the number of square feet of painting.

620-5.3 Payment for reflective media shall be made at the contract unit price for the number of pounds of reflective media.

Payment will be made under:

Schedule A

Item P-620-5.1b	Airfield Marking – 1 Coat - per square foot
Item P-620-5.2b	Reflective Media - per pound

Schedule B

Item P-620-5.1a	Surface Preparation – Remove Existing Marking - per square foot
Item P-620-5.1b	Airfield Marking – 1 Coat - per square foot
Item P-620-5.1c	Airfield Marking – 2 Coats - per square foot
Item P-620-5.2b	Reflective Media - per pound

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E303	Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

Code of Federal Regulations (CFR)

40 CFR Part 60, Appendix A-7, Method 24	Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings
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29 CFR Part 1910.1200 Hazard Communication

Federal Specifications (FED SPEC)

FED SPEC TT-B-1325D	Beads (Glass Spheres) Retro-Reflective
FED SPEC TT-P-1952F	Paint, Traffic and Airfield Marking, Waterborne
FED STD 595	Colors used in Government Procurement

Commercial Item Description

A-A-2886B	Paint, Traffic, Solvent Based
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Advisory Circulars (AC)

AC 150/5340-1	Standards for Airport Markings
AC 150/5320-12	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

END OF ITEM P-620

APPENDIX A
CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)
NERVINO AIRPORT (BECKWOURTH)

APPENDIX A

SCHEDULE A **NERVINO AIRPORT** **BECKWOURTH, PLUMAS COUNTY, CALIFORNIA**

RESEAL JOINTS IN RUNWAY 8-26 PAVEMENTS

AIP NO. 3-06-0020-__-2022

CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

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November 11, 2021

APPENDIX C. SAFETY AND PHASING PLAN CHECKLIST

This appendix is keyed to Chapter 2. In the electronic version of this AC, clicking on the paragraph designation in the Reference column will access the applicable paragraph. There may be instances where the CSPP requires provisions that are not covered by the list in this appendix.

This checklist is intended as an aid, not a required submittal.

Table C-1. CSPP Checklist

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
General Considerations					
Requirements for predesign, prebid, and preconstruction conferences to introduce the subject of airport operational safety during construction are specified.	<u>2.5</u>	X			
Operational safety is a standing agenda item for construction progress meetings.	<u>2.5</u>	X			
Scheduling of the construction phases is properly addressed.	<u>2.6</u>	X			
Any formal agreements are established.	<u>2.5.3</u>			X	
Areas and Operations Affected by Construction Activity					
Drawings showing affected areas are included.	<u>2.7.1</u>	X			
Closed or partially closed runways, taxiways, and aprons are depicted on drawings.	<u>2.7.1.1</u>	X			
Access routes used by ARFF vehicles affected by the project are addressed.	<u>2.7.1.2</u>	X			
Access routes used by airport and airline support vehicles affected by the project are addressed.	<u>2.7.1.3</u>	X			
Underground utilities, including water supplies for firefighting and drainage.	<u>2.7.1.4</u>	X			

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Approach/departure surfaces affected by heights of temporary objects are addressed.	<u>2.7.1.5</u>	X			
Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads are properly depicted on drawings.	<u>2.7.1</u>	X			
Temporary changes to taxi operations are addressed.	<u>2.7.2.1</u>	X			
Detours for ARFF and other airport vehicles are identified.	<u>2.7.2.2</u>	X			
Maintenance of essential utilities and underground infrastructure is addressed.	<u>2.7.2.3</u>	X			
Temporary changes to air traffic control procedures are addressed.	<u>2.7.2.4</u>	X			
NAVAIDs					
Critical areas for NAVAIDs are depicted on drawings.	<u>2.8</u>	X			
Effects of construction activity on the performance of NAVAIDS, including unanticipated power outages, are addressed.	<u>2.8</u>	X			
Protection of NAVAID facilities is addressed.	<u>2.8</u>	X			
The required distance and direction from each NAVAID to any construction activity is depicted on drawings.	<u>2.8</u>	X			
Procedures for coordination with FAA ATO/Technical Operations, including identification of points of contact, are included.	<u>2.8, 2.13.1, 2.13.5.3.1, 2.18.1</u>	X			
Contractor Access					
The CSPP addresses areas to which contractor will have access and how	<u>2.9</u>	X			

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
the areas will be accessed.					
The application of 49 CFR Part 1542 Airport Security, where appropriate, is addressed.	<u>2.9</u>			X	
The location of stockpiled construction materials is depicted on drawings.	<u>2.9.1</u>	X			
The requirement for stockpiles in the ROFA to be approved by FAA is included.	<u>2.9.1</u>	X			
Requirements for proper stockpiling of materials are included.	<u>2.9.1</u>	X			
Construction site parking is addressed.	<u>2.9.2.1</u>	X			
Construction equipment parking is addressed.	<u>2.9.2.2</u>	X			
Access and haul roads are addressed.	<u>2.9.2.3</u>	X			
A requirement for marking and lighting of vehicles to comply with <u>AC 150/5210-5, Painting, Marking and Lighting of Vehicles Used on an Airport</u> , is included.	<u>2.9.2.4</u>	X			
Proper vehicle operations, including requirements for escorts, are described.	<u>2.9.2.5, 2.9.2.6</u>	X			
Training requirements for vehicle drivers are addressed.	<u>2.9.2.7</u>	X			
Two-way radio communications procedures are described.	<u>2.9.2.9</u>	X			
Maintenance of the secured area of the airport is addressed.	<u>2.9.2.10</u>	X			
Wildlife Management					
The airport operator's wildlife management procedures are addressed.	<u>2.10</u>	X			

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Foreign Object Debris Management					
The airport operator's FOD management procedures are addressed.	<u>2.11</u>	X			
Hazardous Materials Management					
The airport operator's hazardous materials management procedures are addressed.	<u>2.12</u>	X			
Notification of Construction Activities					
Procedures for the immediate notification of airport user and local FAA of any conditions adversely affecting the operational safety of the airport are detailed.	<u>2.13</u>	X			
Maintenance of a list by the airport operator of the responsible representatives/points of contact for all involved parties and procedures for contacting them 24 hours a day, seven days a week is specified.	<u>2.13.1</u>	X			
A list of local ATO/Technical Operations personnel is included.	<u>2.13.1</u>			X	
A list of ATCT managers on duty is included.	<u>2.13.1</u>			X	
A list of authorized representatives to the OCC is included.	<u>2.13.2</u>			X	
Procedures for coordinating, issuing, maintaining and cancelling by the airport operator of NOTAMS about airport conditions resulting from construction are included.	<u>2.8, 2.13.2, 2.18.3.3.9</u>	X			
Provision of information on closed or hazardous conditions on airport movement areas by the airport operator to the OCC is specified.	<u>2.13.2</u>			X	
Emergency notification procedures for medical, fire fighting, and police	<u>2.13.3</u>	X			

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
response are addressed.					
Coordination with ARFF personnel for non-emergency issues is addressed.	<u>2.13.4</u>	X			
Notification to the FAA under 14 CFR parts 77 and 157 is addressed.	<u>2.13.5</u>	X			
Reimbursable agreements for flight checks and/or design and construction for FAA owned NAVAIDs are addressed.	<u>2.13.5.3.2</u>			X	
Inspection Requirements					
Daily and interim inspections by both the airport operator and contractor are specified.	<u>2.14.1, 2.14.2</u>	X			
Final inspections at certificated airports are specified when required.	<u>2.14.3</u>	X			
Underground Utilities					
Procedures for protecting existing underground facilities in excavation areas are described.	<u>2.15</u>	X			
Penalties					
Penalty provisions for noncompliance with airport rules and regulations and the safety plans are detailed.	<u>2.16</u>	X			
Special Conditions					
Any special conditions that affect the operation of the airport or require the activation of any special procedures are addressed.	<u>2.17</u>	X			
Runway and Taxiway Visual Aids - Marking, Lighting, Signs, and Visual NAVAIDs					
The proper securing of temporary airport markings, lighting, signs, and visual NAVAIDs is addressed.	<u>2.18.1</u>	X			
Frangibility of airport markings, lighting, signs, and visual NAVAIDs is specified.	<u>2.18.1, 2.18.3, 2.18.4.2, 2.20.2.4</u>	X			

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
The requirement for markings to be in compliance with <u>AC 150/5340-1, Standards for Airport Markings</u> , is specified.	<u>2.18.2</u>	X			
Detailed specifications for materials and methods for temporary markings are provided.	<u>2.18.2</u>			X	
The requirement for lighting to conform to <u>AC 150/5340-30, Design and Installation Details for Airport Visual Aids</u> ; <u>AC 150/5345-50, Specification for Portable Runway and Taxiway Lights</u> ; and <u>AC 150/5345-53, Airport Lighting Certification Program</u> , is specified.	<u>2.18.3</u>				
The use of a lighted X is specified where appropriate.	<u>2.18.2.1.2</u> , <u>2.18.3.2</u>			X	
The requirement for signs to conform to <u>AC 150/5345-44, Specification for Runway and Taxiway Signs</u> ; <u>AC 50/5340-18, Standards for Airport Sign Systems</u> ; and <u>AC 150/5345-53, Airport Lighting Certification Program</u> , is specified.	<u>2.18.4</u>				
Marking and Signs For Access Routes					
The CSPP specifies that pavement markings and signs intended for construction personnel should conform to <u>AC 150/5340-18</u> and, to the extent practicable, with the MUTCD and/or State highway specifications.	<u>2.18.4.2</u>	X			
Hazard Marking and Lighting					
Prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles are specified.	<u>2.20.1</u>	X			

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Hazard marking and lighting are specified to identify open manholes, small areas under repair, stockpiled material, and waste areas.	<u>2.20.1</u>			X	
The CSPP considers less obvious construction-related hazards.	<u>2.20.1</u>	X			
Equipment that poses the least danger to aircraft but is sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast is specified.	<u>2.20.2.1</u>	X			
The spacing of barricades is specified such that a breach is physically prevented barring a deliberate act.	<u>2.20.2.1</u>	X			
Red lights meeting the luminance requirements of the State Highway Department are specified.	<u>2.20.2.2</u>			X	
Barricades, temporary markers, and other objects placed and left in areas adjacent to any open runway, taxiway, taxi lane, or apron are specified to be as low as possible to the ground, and no more than 18 inch high.	<u>2.20.2.3</u>	X			
Barricades are specified to indicate construction locations in which no part of an aircraft may enter.	<u>2.20.2.3</u>	X			
Highly reflective barriers with lights are specified to barricade taxiways leading to closed runways.	<u>2.20.2.5</u>	X			
Markings for temporary closures are specified.	<u>2.20.2.5</u>			X	
The provision of a contractor's representative on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades is specified.	<u>2.20.2.7</u>	X			

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Work Zone Lighting for Nighttime Construction					
If work is to be conducted at night, the CSPP identifies construction lighting units and their general locations and aiming in relationship to the ATCT and active runways and taxiways.	<u>2.21</u>			X	
Protection of Runway and Taxiway Safety Areas					
The CSPP clearly states that no construction may occur within a safety area while the associated runway or taxiway is open for aircraft operations.	<u>2.22.1.1</u> , <u>2.22.3.1</u>	X			
The CSPP specifies that the airport operator coordinates the adjustment of RSA or TSA dimensions with the ATCT and the appropriate FAA Airports Regional or District Office and issues a local NOTAM.	<u>2.22.1.2</u> , <u>2.22.3.2</u>			X	
Procedures for ensuring adequate distance for protection from blasting operations, if required by operational considerations, are detailed.	<u>2.22.3.3</u>			X	
The CSPP specifies that open trenches or excavations are not permitted within a safety area while the associated runway or taxiway is open, subject to approved exceptions.	<u>2.22.1.4</u>			X	
Appropriate covering of excavations in the RSA or TSA that cannot be backfilled before the associated runway or taxiway is open is detailed.	<u>2.22.1.4</u>			X	
The CSPP includes provisions for prominent marking of open trenches and excavations at the construction site.	<u>2.22.1.4</u>			X	
Grading and soil erosion control to maintain RSA/TSA standards are	<u>2.22.3.5</u>			X	

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
addressed.					
The CSPP specifies that equipment is to be removed from the ROFA when not in use.	<u>2.22.2</u>	X			
The CSPP clearly states that no construction may occur within a taxiway safety area while the taxiway is open for aircraft operations.	<u>2.22.3</u>	X			
Appropriate details are specified for any construction work to be accomplished in a taxiway object free area.	<u>2.22.4</u>	X			
Measures to ensure that personnel, material, and/or equipment do not penetrate the OFZ or threshold siting surfaces while the runway is open for aircraft operations are included.	<u>2.22.4.3.6</u>			X	
Provisions for protection of runway approach/departure areas and clearways are included.	<u>2.22.6</u>	X			
Other Limitations on Construction					
The CSPP prohibits the use of open flame welding or torches unless adequate fire safety precautions are provided and the airport operator has approved their use.	<u>2.23.1.2</u>	X			
The CSPP prohibits the use of electrical blasting caps on or within 1,000 ft (300 m) of the airport property.	<u>2.23.1.3</u>	X			

SCHEDULE A
NERVINO AIRPORT
BECKWOURTH, PLUMAS COUNTY, CALIFORNIA

RESEAL JOINTS IN RUNWAY 8-26 PAVEMENTS

AIP NO. 3-06-0020-__-2022

CONSTRUCTION SAFETY AND PHASING PLAN

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EXHIBIT 1 CONSTRUCTION SAFETY AND PHASING PLAN

EXHIBIT 2 CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST

SCHEDULE A
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INTRODUCTION

Plumas County, with Federal assistance from the Federal Aviation Administration under the Airport Improvement Program (AIP), proposes the resealing of joints on the Runway 8-26 pavements at Nervino Airport, Beckwourth, Plumas County, California. The Sponsor will comply and will require all parties involved with this project to comply with the Federal Aviation Administration (F.A.A.) requirements regarding safety and phasing of construction projects on airports.

The purpose of this Construction Safety and Phasing Plan (CSPP) is to provide the contractor and project manager guidance for compliance with Federal Aviation Administration (FAA) rules and regulations, and associated requirements of Plumas County, with regards to access onto air operations areas of Nervino Airport, Beckwourth, California, during the construction of the subject project.

This Construction Safety and Phasing Plan is based on the guidance of FAA Advisory Circular 150/5370-2G, “Operational Safety on Airports During Construction.”

Prior to issuance of Notice to Proceed, the Contractor will prepare a Safety Plan Compliance Document (SPCD) specifically for this project, furnish the SPCD to the Resident Project Representative (RPR), and obtain RPR’s approval of the document.

The Checklist for FAA CSPP Review is included in this CSPP. The Contractor will address all items checked on this list in his/her Safety Plan Compliance Document (SPCD) submitted prior to beginning work on this project.

1. COORDINATION

(a) Progress Meetings

The Sponsor will conduct predesign meetings, prebid meetings, preconstruction conferences, and weekly construction meetings to introduce and maintain the subject of airport operational safety during construction, as follows:

- **Predesign Conference:** This meeting will be held as soon as sufficient preliminary design work has been completed and prior to preparation of the

final plans and specifications. This meeting will be attended by the Design Engineer, Airport Management, Air Transport Association regional representatives, Airline Pilots Association representatives, fixed base operators, airline representatives, FAA airport certification inspector, and the Civil Engineer of the FAA Airports District Office, as appropriate for the airport.

- Prebid Conference: This meeting will be held a minimum of 10 days prior to the bid opening date. The participants in this meeting will include prospective bidders, subcontractors, material suppliers, the Design Engineer, and Airport Management.
- Preconstruction Conference: This conference will be conducted as soon as practicable after the contract has been awarded and before issuance of notice to proceed. The participants will include the Design Engineer, Resident Project Representative (RPR), Airport Management, testing laboratory representative, Contractor and subcontractors, Contractor's project superintendent, airport users, utility companies affected by the proposed construction, Federal, State or local agencies affected by the proposed construction, and the Civil Engineer of the FAA Airports District Office, as applicable.
- Weekly Meetings: Weekly progress meetings will be held at the airport. Operational safety will be a standing agenda item for discussion during weekly progress meetings throughout the construction of this project. The Contractor will present an updated progress report for the total work and a two-week look-ahead schedule. The participants will include the RPR, Airport Management, testing laboratory representative, Contractor's project superintendent, subcontractors, airport users, and the Civil Engineer of the FAA Airports District Office, as applicable.

(b) Scope or Schedule Changes – Changes in the scope or duration of the project may necessitate revisions to the CSPP. These revisions will be submitted for review and approval by the airport operator and the FAA.

(c) FAA ATO Coordination – The PAPI for Runway 26 will be shut down during the construction work performed on Runway 8-26. This PAPI is owned and operated by Plumas County. Coordination with FAA ATO of the shutdown of these facilities will not be required.

2. PHASING

There are ten (10) consecutive working days for the completion of the total project. The scope of work included in this project is as follows:

- Rehabilitate existing joints in Runway 8-26 pavements (15,000 ln. ft.)
- Reseal existing joints in Runway 8-26 pavements (36,000 ln. ft.)

(a) Phasing Elements – The staging for this project is as shown on the Construction Safety and Phasing Plan, Exhibit 1, and as follows:

Phase	Contractor's Work	Contractor's Work Area	Facility Closure
1	Joint Seal	Runway 8-26	Runway 8-26
2	Remark Pavement		

Closure of the runways and taxiways in each phase will first occur for the sealing of the joints and then again for the remarking of the pavement markings. Pavement marking will occur after the completion of all joint sealing.

At the preconstruction conference or two weeks prior to start of work (whichever is greater), the Contractor will provide a detailed schedule showing limits of proposed work and the locations of barricades and runway closure crosses. All schedules will be updated and coordinated with the Airport Manager and the RPR in order to NOTAM Runway 8-26 NAVAIDs out of service when the runway is closed.

This project will be bid with a similar scope project at Rogers Field, Chester, California. Contractor will complete each phase of work at Rogers Field prior to starting work at Nervino Airport. If a fire event occurs that requires USFS firefighting operations at Rogers Field, work can be shifted to Nervino Airport. Contractor will be allowed 10 working days to complete work at Nervino Airport. All working days will be consecutive unless work is shifted from Rogers Field. No work will be performed on Saturday or Sunday.

- (b) Construction Safety Drawing - The scope of the project and details of the phasing are shown on the Construction Safety and Phasing Plan, Exhibit 1.

3. AREAS AND OPERATIONS AFFECTED BY THE CONSTRUCTION ACTIVITY

- (a) Identification of Affected Areas. All areas affected by the construction activity in this project are shown on the Construction Safety and Phasing Plan, Exhibit 1. Identified on this drawing are Aircraft Rescue and Fire Fighting (ARFF) access routes and access routes to be used by airport support vehicles and the contractor. Also shown are approach/departure surfaces affected by heights of construction equipment and other temporary objects. Construction areas, storage areas, and haul routes are also depicted on this drawing.
- (b) Mitigation of Effects. It is necessary to maintain the safety and efficiency of airport operations during construction operations.
 - (1) Temporary Changes to Runway and/or Taxiway Operations:

During the construction of this project the runway and taxiways will be closed to aircraft operations except for emergency conditions. A 15-minute notice of an emergency condition is required for the contractor to move all personnel and equipment off the runway.

The runway will be reopened each night and on the weekends. The runway will be fully operational each night and on the weekends and at all other times that the Contractor is not working on the runway.

Airport Owner will provide a qualified flagger to monitor Airport Frequency 122.800 MHz and observe aircraft operations when Contractor is working near active taxiways and runways.

(2) Detours for ARFF and Other Airport Vehicles:

All ARFF and other airport vehicles will have access to all areas on the airport during construction of this project. Any detour routes for these vehicles are shown in blue on Exhibit 1.

(3) Maintenance of Essential Utilities and Underground Infrastructure:

No utilities or underground infrastructure will be affected by this project.

There will be no temporary utilities installed. If one of the existing utility lines is damaged, specifications require the Contractor to immediately repair it at his/her cost and to reimburse the Airport for damages due to shutdown. If these damaged utilities cannot be immediately repaired, the Airport will immediately issue required NOTAMs.

(4) Temporary Changes to Air Traffic Control Procedures.

Nervino Airport does not have an Air Traffic Control Tower. Prior to any construction, a NOTAM will be issued indicating that the runway and taxiways are closed and times of closures. The RPR, who will be on site during construction, will be equipped with a two-way radio and will monitor Unicom frequency and notify aircraft operating in the area of facility closures, or other safety related items.

4. NAVAIDS

There are navigational aids (NAVAIDS) existing on this airport. These NAVAIDS and corresponding critical areas are shown on the Construction Safety and Phasing Plan, Exhibit 1. Such facilities must be fully protected during the entire construction time period.

(a) NAVAIDS Affected by Construction

NAVAIDS on the airport consist of a PAPI on Runway 26 and a rotating beacon located on top of the Hangar/FBO building. These items will not be affected by construction.

(b) NAVAIDs Placed out of Service

When the contractor is sealing the cracks and remarking Runway 8-26, Runway 8-26 will be closed. During the time the runway is closed the PAPI on Runway 26 will be placed out of service. The closure will be during working hours as described in Article 3(b)(1). These facilities will be shut down with the runway closure each day and turned back on when construction operations are complete on the runway each night and on the weekends.

(c) Protection of NAVAIDs Remaining in Service

NAVAIDs existing on this airport are the rotating beacon located on top of the Hangar/FBO building and the PAPI on Runway 26. The contractor will be required to protect these facilities.

(d) NOTAMs

When NAVAIDs are shut down during construction, experience an unexpected power outage, or are otherwise affected by construction activities, the Airport will issue a Notice to Airmen (NOTAM) as outlined in Article 9 of this CSPP.

(e) Protection of Underground Cable

There are underground ducts and cable in the construction area to serve the lights and NAVAIDs. The location of these facilities will be identified by USA (811) before any work in their general vicinity is started as described in Article 11 of this CSPP. Throughout the entire time of this construction these facilities will be protected by the Contractor from any possible damage, including crossing with unauthorized equipment.

(f) Temporary NAVAIDs

No temporary NAVAIDs will be required during the construction of this project.

5. CONTRACTOR ACCESS

(a) Stockpiled Construction Materials

The Contractor will be allowed to temporarily stockpile materials in the Contractor's Storage Area as shown on the CSPP Drawing, Exhibit 1. All stockpiled materials will be removed prior to completion of the project and any damage to the pavements caused by the Contractor will be repaired at the Contractor's expense.

Stockpiled materials will not be permitted within the Runway Safety Area (RSA) and Object Free Zone (OFZ). If it becomes necessary to stockpile materials in the

Runway Object Free Area (ROFA), the Airport will submit a 7460-1 form to the FAA Airports District Office in Walnut Creek, California.

Stockpiles will be limited to a height of 3 feet and will be graded to drain. The Contractor will determine and verify that stockpiled materials are stabilized and stored at the approved location shown on the CSPP drawing so as not to be a hazard to aircraft operations and to prevent attraction of wildlife (see Article 6) and foreign object damage (see Article 7).

Contractor will be responsible for maintaining the security, safety, and cleanliness of the Contractor's Storage Area at all times.

(b) Vehicle and Pedestrian Operations

It is critical that all pedestrians and vehicles are prevented from unauthorized entry to the Air Operations Area (AOA). The Construction Safety and Phasing Plan clearly delineates the designated access and haul routes, employee parking areas, and construction equipment parking areas. Contractor's personnel and equipment will be limited to the construction areas, parking areas, and haul routes shown on the CSPP Drawing. All entrance gates will be controlled to eliminate entrance to the airport by unauthorized personnel or equipment.

Vehicle parking areas will not impact NAVAID signals or penetrate FAR Part 77 imaginary surfaces.

Employee parking and construction vehicle parking will be restricted to the Contractor's Storage Area as shown on the CSPP drawing, Exhibit 1. Vehicle and construction traffic will be held off from all active paved areas. Access to the construction site will be off Highway 70 on to Industrial Way as shown on the CSPP drawing. Haul routes are indicated in red on the CSPP drawing.

Contractor will maintain haul road and paved surfaces clear of debris at all times. Runway and taxiways will be maintained broom clean.

Contractor's vehicles and equipment will include a flag on a staff attached to the vehicle so that the flag will be readily visible. The flag will be at least a 3-foot by 3-foot square having a checkered pattern of international orange and white squares at least 1 foot on each side. During periods of low visibility Contractor vehicles and equipment will be equipped with an amber flashing beacon mounted on the uppermost part of the vehicle structure.

All vehicle/equipment operators driving on the airport must have an appropriate level of knowledge of airport rules and regulations. The Contractor will be required to submit a list of authorized vehicle operators to the Airport. The vehicle operators will be required to maintain a current drivers' license. Driver training will be limited to designating areas to be avoided and areas where free access will be

available. No vehicle will be allowed to travel on any airport pavement that is used for aircraft operations.

All vehicle operators will be trained on airport procedures, safety, work area limits, security, and communications. All personnel with movement area driving privileges will be trained on pedestrian and ground vehicle procedures, including consequences of noncompliance, prior to moving on foot, or operating a ground vehicle, in movement areas or safety areas.

Contractor will limit all construction vehicle activity to the limits of the project and the haul road shown on the CSPP.

(c) Radio Communications

Vehicular traffic located in or crossing an active movement area will have a working two-way radio tuned to Unicom frequency 122.800 MHz or be escorted by an Airport-Furnished flag person. The driver, through personal observation, will confirm that no aircraft is approaching the vehicle position. Construction personnel may operate in a movement area without two-way radio communication provided a NOTAM is issued closing the area and that the area is properly marked to prevent incursions and the Airport-furnished flagger is present to control operations. Two-way radio communications are required on Unicom frequency 122.800 MHz. Continuous monitoring is required. The Airport's flagger will be the project engineer's specialist. These flaggers will be trained on all movement area procedures.

(d) Airport Security

There is a security fence and gates around the property of this airport. All gates used by the Contractor will be kept locked except for entrance of approved personnel and equipment or will be manned by trained flaggers to control entrance to the airport. Contractor will be responsible for security of entrance during Contractor's working hours. The security fence, designated Contractor gate, and secure areas on the airport are shown on the CSPP Drawing.

All Contractor personnel working on airport shall wear in a prominent location identification badges on their outermost garment or identifying logo on their hard hats. The type and wording of badges or hard hats will be approved by the Airport.

In accordance with the requirements of the Federal Aviation Administration as set forth in FAR 107.11(F), the Contractor will take all steps necessary to assure Owner that the backgrounds of all employees have been checked to the extent necessary to assure that permitting them unescorted access to any area on the airport controlled for security reasons is appropriate. This background check, to the extent allowable by law, will include at a minimum references and prior employment histories to the extent necessary to verify representations made by the employee relating to employment in the preceding 5 years.

6. WILDLIFE MANAGEMENT

The airport is fenced with 6-foot chain link perimeter fence and security gates. All gates will remain closed at all times except when vehicles are entering or exiting them or they are guarded by a flagger as stated in Article 5 of this CSPP.

Care will be taken to prevent inadvertent incidents of wildlife hazards by ensuring access gates are properly secured to prevent wildlife entry.

The Contractor will carefully control and continuously remove waste or loose materials that might attract wildlife and be aware of and avoid construction activities that might attract wildlife such as:

- Trash – Food scraps will be collected from construction personnel activity.
- Standing water
- Disruption of existing wildlife habitat.
- Stockpile materials.
- Poorly maintained fencing and gates.

All trash will be placed in waste containers to prevent the attraction of wildlife. Waste containers will be equipped with lids and secured at all times. No trash or debris will be left on site by the Contractor.

Should the Contractor encounter wildlife on the airport, he/she will immediately notify Airport Management.

7. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT

The Contractor will not be allowed to leave or place foreign object debris (FOD) on or near active aircraft movement areas and will be required to control and monitor FOD. Materials tracked onto these areas will be continuously removed during the construction project by broom sweeping. Ground vehicle tires will be inspected daily to ensure they are not tracking FOD onto the airfield pavements. Daily inspections of these aircraft movement areas will be made by the RPR as discussed in Article 10 of this CSPP.

Contractor will also maintain the haul road and paved surfaces clear of debris at all times.

8. HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT

The Contractor will be required to manage and contain any hazardous materials (HAZMAT) on the airport. Contractors operating construction vehicles and equipment on the airport must be prepared to expeditiously contain and clean up spills resulting from fuel or hydraulic fluid leaks. The Contractor will refrain from topping off vehicle fuel tanks and have sorbent materials available in the fueling area for when small spills occur.

It is not anticipated that there will be any hazardous materials used or encountered during the construction of this project. The Contractor will be required to keep Material Safety Data Sheets (MSDS) available for inspection for all materials delivered to the airport.

9. NOTIFICATION OF CONSTRUCTION ACTIVITIES

(a) List of Responsible Representatives. It will be necessary to keep the following people totally informed of the operations that the contractor proposes to perform at Nervino Airport.

Sponsor:

JD Moore, Maintenance Supervisor II.....(530) 386-4373

F.A.A.

Reginald Dones, Civil Engineer Phone Number TDB

Resident Project Representative

David Baltazar, RPR(916) 652-4725 Office

..... (916) 600-2418 Cell

Damon Brandley, Project Manager(916) 652-4725 Office

..... (916) 316-0544 Cell

At the start of construction, the Contractor will be required to provide the RPR with the names, telephone numbers, cell phone numbers, and e-mail addresses of all Contractor personnel that are responsible for on-call 24/7 services if necessary.

(b) NOTAMs

The Airport Management will issue Notices to Airmen (NOTAMs) as required accurately describing current airport conditions and contractor operations. This will be coordinated with tenants of the airport. JD Moore, Maintenance Supervisor II, will be responsible for issuing, maintaining, and canceling NOTAMs. The Airport Management has provided a list of airport employees who are authorized to issue NOTAMs to the FSS air traffic manager.

NOTAMs will be issued clearly identifying where the construction work is being performed and during which periods.

(c) Emergency Notifications:

In case of emergency during the construction of this project, Contractor will notify one or more of the following:

Fire/Police/Ambulance	Call 911
Airport Radio Communication (Article 5 of CSPP)	122.8 Mhz
Beckwourth Fire District Emergency	Call 911
Beckwourth Fire District Non-Emergency	(530) 832-1008
Local Hospital – Eastern Plumas Healthcare.....	(530) 832-6600
Poison Control	(800) 222-1222

(d) Coordination with Fire Department Personnel:

The Contractor will be required to notify the Plumas County and Fire Department personnel if any water lines or fire hydrants are damaged or deactivated. The Contractor will also notify the County and/or Fire Department personnel if there are any blocked or rerouted emergency access routes or if hazardous materials will be used on the airfield. The non-emergency telephone number for the Fire Department is (530) 832-1008 and the contact person is Dispatcher on Duty. Contractor will confirm in writing the date and time The Fire Department was notified and the contact person.

(e) Notification to the FAA:

Part 77. The Contractor will coordinate with the RPR who will file a 7460-1 form with the F.A.A. Airports District Office in Walnut Creek if any construction equipment (i.e. cranes, graders, other equipment) affects navigable airspace as defined in FAR Part 77.

NAVAIDS. For emergency notification about impacts to both airport owned and FAA owned NAVAIDS Airport Management will contact the Operations Control Center at (866) 432-2622.

If construction operations will cause impacts to NAVAIDS, the Airport Management will contact FAA ATO Service Area Planning and Requirements Groups a minimum of 45 days prior to implementing these operations and coordinate the shutdown with the local FAA ATO/Technical Operations office, including necessary reimbursable agreements and flight checks. A 7-day notice will be given to FAA ATO to schedule the actual NAVAID shutdown.

10. INSPECTION REQUIREMENTS

The Airport will provide an RPR to ensure that all Contractor operations comply with all requirements of the plans, specifications, and this Safety Plan. It will be his/her duty to inspect materials and workmanship of the work under instructions of the Airport or RPR and to report any and all deviations from the Drawings, Specifications, and other Contract provisions that may come to his/her notice. The RPR will have the right to order the work entrusted to his/her supervision immediately stopped, if in his/her opinion such action becomes necessary, until the Airport or RPR is notified and has determined and ordered that the work may proceed in due fulfillment of all Contract requirements.

(a) Daily Inspections. Daily inspections will be conducted to ensure conformance with the CSPP. Exhibit 2 of this CSPP includes a Construction Project Daily Safety Inspection Checklist for this purpose.

(b) Final Inspections. Whenever an area on the airport is reopened for aircraft operations, an inspection will be conducted to assure compliance with the plans,

specifications, and CSPP. At the end of the project a final inspection will be held by the RPR, the Airport Management, and the Federal Aviation Administration to assure all components of the project comply with the plans, specifications, and CSPP.

11. UNDERGROUND UTILITIES

Not less than two full working days prior to performing any excavation, the Contractor will be required to notify Underground Service Alert (USA) by calling 811. The location of the subsurface installations will be in accordance with Sections 4216 and 4217 of the Government Code, as latest amended. No excavation will be performed until the subsurface installations have been located, hand-excavated and identified. The Contractor will update the location of the subsurface installations in the proposed work area every 14 calendar days, as required.

In case of accidental utility disruption, utilities owners' contacts and telephone numbers are included below:

Pacific Gas and Electric (PG&E).....	(800)-743-0060
Sewer –Chester PUD Water & Sewer	(530)-258-3456
Telephone- Citizens Telecom	(530)-251-4100

Refer to Article 9 of this CSPP for procedures for contacting the Fire Department and FAA in case of interruption of water service and NAVAIDs, respectively.

12. PENALTIES

If in the opinion of Airport Management or the RPR, the Contractor's employees or subcontractors are in violation of the airport's rules and regulations, including this CSPP, in sufficient magnitude as to cause danger to life and property, the RPR shall have the right to stop all work on this contract for a period of forty-eight (48) hours as a contractual penalty.

Any vehicle operator who willfully violates the CSPP will be requested, through the Contractor, to leave the job site.

13. SPECIAL CONDITIONS

Some special conditions may trigger specific safety mitigation actions outlined in this CSPP. These may include low visibility operations, snow removal, aircraft in distress, aircraft accident, security breach, Vehicle/Pedestrian Deviations (VPD), and other activities requiring construction suspension/resumption. In order to be advised of these special conditions and actions to be taken, the Contractor shall at all times maintain radio contact as specified in Article 5 of this CSPP.

Should an aircraft emergency occur anyplace on the airport, the Contractor will be required to move all personnel and equipment beyond the safety area of the runway and taxiways and to refrain from moving out of these areas to resume work until specifically authorized by Airport

personnel. The area around the downed aircraft shall be evacuated and not reentered by the Contractor until given permission, except for lifesaving activities.

Contractor will be responsible for dust and erosion control during the construction of this project.

14. RUNWAY AND TAXIWAY VISUAL AIDS

There exist on the airport runway and taxiway marking, runway and taxiway lights and signs, and visual NAVAIDs. These facilities are shown on the attached Construction Safety and Phasing Plan Drawing, Exhibit 1. Areas where aircraft will be operating will be clearly and visibly separated from construction areas. Throughout the duration of the construction project, these areas will remain clearly marked and visible at all times. All marking, lighting, signs, and visual NAVAIDs will remain on during the construction of this project.

It will not be necessary to install temporary marking, lights, signs, or visual NAVAIDs during the construction of this project.

Lights, markings, signs, and visual NAVAIDs adjacent to areas used by aircraft will comply with the frangibility requirements of Advisory Circular 150/5220-23, *Frangible Connections*.

Contractor-furnished closed runway closure markers will be placed on the runway identification numbers at each end of the runway at all times that work is performed on the runway as shown on the Construction Safety and Phasing Plan, Exhibit 1.

Contractor will install runway closure markers on the existing runway numerals of the closed runway each morning and remove them from the runway when not working each night and on the weekends.

Runway closure crosses will consist of yellow Runway Closure Marker X conforming to FAA AC 150/5340-1, current edition. Crosses will be held in place in a manner approved by the RPR to resist wind and weather. Runway closure markers will be provided, installed, and maintained by the Contractor. At the completion of the project, crosses will be removed from the site.

Runway closure markers will be stored outside of all runway and taxiway Object Free Areas when not in use.

All lighting and NAVAIDs will be turned off when the runway is closed and turned on after runway closure markers are removed at the end of each working day.

15. MARKING AND SIGNS FOR ACCESS ROUTES

The marking and signing for access routes to the construction site is shown on the Construction Safety and Phasing Plan. Signs will conform to Advisory Circular 150/5340-18F, Standards for Airport Sign Systems. To the extent possible, signs will be in conformance with the

Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and/or State highway specifications and will not be hand lettered.

16. HAZARD MARKING AND LIGHTING

The runway and taxiways will be closed to all aircraft operations during construction of the work on this project. The Contractor will furnish, erect, and maintain hazard marking and lighting at the boundary of the work areas to keep aircraft from entering the Contractor's work areas and to keep the Contractor's personnel and equipment from occupying any of the areas open for aircraft operations. Hazard marking and lighting will also be placed to identify small areas under repair, stockpiled material, waste areas, and areas subject to jet blast. The barricades will be placed each morning and removed when construction is complete each night. The locations and details of barricades to be placed in this project are shown on the Construction Safety and Phasing Plan, Exhibit 1.

The barricades will be plastic water-filled lighted barricades as shown on the Construction Safety and Phasing Plan, Exhibit 1. Each barricade will have two solar-powered lights with red lenses each controlled by photocells such that they are on continuous at night and off by day. Maximum spacing between barricades will be four (4) feet. Spacing will be such that a breach is physically prevented barring a deliberate act. Barricades will be secured if necessary to resist movement from jet blast or prop blast. Barricades will have alternate orange and white diagonal striping. The barricades will be supplemented with signs such as "No Entry" and/or "No Vehicles," as necessary. All barricades will be drained of water and removed from the airport at the completion of the contract.

Contractor will provide a barricade plan two weeks before start of each phase of construction.

The Contractor will supply the names and telephone numbers of persons responsible for the emergency maintenance of the hazard marking and lighting during construction of this project who will be available 24 hours a day.

17. PROTECTION OF RUNWAY AND TAXIWAY SAFETY AREAS

No construction may occur within a runway safety area (RSA) or taxiway safety area (TSA) while the associated runway or taxiway is open for aircraft operations. These safety areas, along with the runway object free zone (OFZ) and object free area (OFA), taxiway OFA, and runway approach surfaces, are shown on the Construction Safety and Phasing Plan.

No blasting operations will be required or allowed during the construction of this project.

Open trenches or excavations will not be permitted within the RSA at night. The Contractor will furnish, erect, and maintain red or orange flags, as approved by the airport operator, and red lights during hours of restricted visibility or darkness, around open trenches, excavations, temporary stockpiles, and his/her parked construction equipment that may be hazardous to the operation of aircraft, emergency fire-rescue, or maintenance vehicles on the airport. See Article 16 of this CSPP for details of Hazard Marking and Lighting.

The RSA and TSA will be:

- a. Cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations.
- b. Drained by grading or storm sewers to prevent water accumulation.
- c. Capable under dry conditions of supporting construction and maintenance equipment, aircraft rescue, fire-fighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.
- d. Free of objects, except for objects that need to be located in the RSA because of their functions. These objects will be constructed on low impact resistant supports (frangible mounted structures) to the lowest practical height with the frangible point no higher than 3 inches above finished grade.

Construction may be permitted in the runway OFA. However, equipment must be removed from the runway OFA when not in use, and material will not be stockpiled in the runway OFA. Stockpiling material in the OFA requires submittal of a 7460-1 and justification provided to the FAA Airports District Office for approval.

No construction may occur within a taxiway OFA while the taxiway is open for aircraft operations.

No construction equipment or personnel may penetrate the OFZ while the runway is open for aircraft operations.

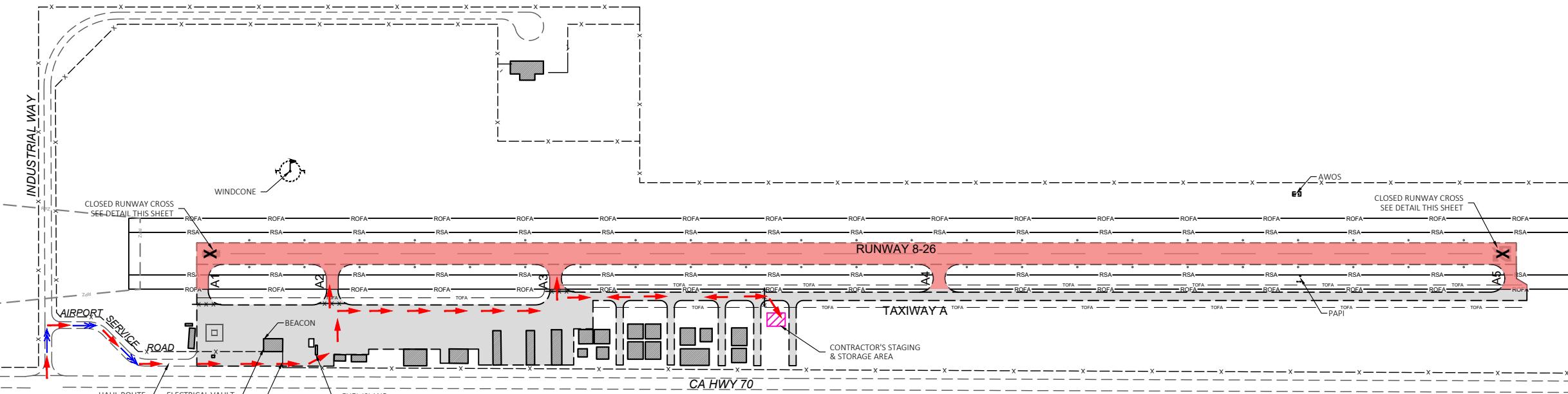
All personnel, materials, and/or equipment must remain clear of the applicable runway approach/departure areas and clearways as shown on the Construction Safety and Phasing Plan, Exhibit 1 when the runway is operating.

If it is necessary to use construction equipment (cranes, concrete pumps, etc.) that is higher than 25 feet, a 7460-1 determination will be issued for such equipment as outlined in Article 18 of this CSPP.

18. OTHER LIMITATIONS ON CONSTRUCTION

Additional limitations on construction including but are not limited to:

- a. No use of equipment taller than 25 feet (cranes, concrete pumps, and so on) unless a 7460-1 determination letter is issued for each piece of equipment.
- b. No use of open flame welding or torches unless fire safety precautions are provided and the airport operator has approved their use.
- c. No use of electrical blasting caps on or within 1,000 feet of the airport property.
- d. No use of flare pots within the air operations area.

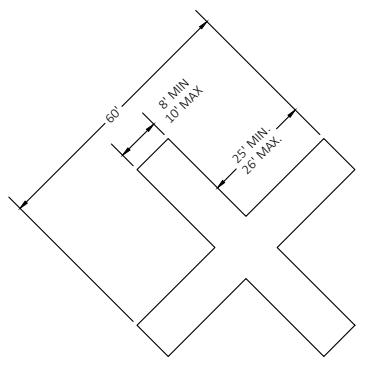


NOTES

1. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE SECURITY, SAFETY AND CLEANLINESS OF THE CONTRACTOR'S STORAGE AREA AT ALL TIMES.
2. CONTRACTOR SHALL MAINTAIN HAUL ROAD AND PAVED SURFACES CLEAR OF DEBRIS AT ALL TIMES. RUNWAY AND TAXIWAYS SHALL BE MAINTAINED BROOM CLEAN.
3. AIRPORT OWNER WILL PROVIDE A QUALIFIED FLAGGER TO MONITOR AIRPORT FREQUENCY 122.80 MHZ AND OBSERVE AIRCRAFT OPERATIONS WHEN CONTRACTOR IS WORKING NEAR ACTIVE TAXIWAYS AND RUNWAYS.
4. THIS PROJECT IS BID WITH A SIMILAR SCOPE PROJECT AT ROGERS FIELD. CONTRACTOR SHALL COMPLETE EACH STAGE OF WORK AT ROGERS FIELD PRIOR TO STARTING WORK AT BECKWOURTH NERVINO AIRPORT. IF A FIRE EVENT OCCURS WHICH REQUIRES USFS FIRE FIGHTING OPERATIONS AT ROGERS FIELD, WORK MAY BE SHIFTED TO BECKWOURTH NERVINO AIRPORT. CONTRACTOR WILL BE ALLOWED 10 WORKING DAYS TO COMPLETE WORK AT BECKWOURTH NERVINO AIRPORT. ALL WORKING DAYS MUST BE CONSECUTIVE UNLESS WORK IS SHIFTED TO ROGERS FIELD. NO WORK WILL BE PERFORMED ON SATURDAY OR SUNDAY.
5. RUNWAY OR TAXIWAY CLOSURE SHALL OCCUR FOR EACH STAGE OF WORK. WORK OPERATIONS ARE:
 - (1) JOINT SEAL
 - (2) REMARK PAVEMENT MARKINGS
 CONTRACTOR SHALL SUBMIT WORK SCHEDULE AT PRE-CONSTRUCTION MEETING OR TWO WEEKS PRIOR TO START OF WORK, WHICHEVER IS GREATER. AIRPORT MANAGER WILL ISSUE THE APPROPRIATE NOTAMS FOR THE RUNWAY CLOSURE AND PLACING RUNWAY 26 PAPI OUT OF SERVICE. AIRPORT MANAGER WILL VERIFY THAT ALL LIGHTING AND NAVAIDS ARE TURNED OFF WHEN RUNWAY IS CLOSED AND SUBSEQUENTLY TURNED ON AFTER RUNWAY CLOSURE X's ARE REMOVED AT THE END OF EACH WORKING DAY.
6. RUNWAY 8-26 SHALL BE CLOSED DURING WORKING HOURS FOR JOINT SEALING AND MARKING, EXCEPT FOR EMERGENCY CONDITIONS. A 15 MINUTE NOTICE OF AN EMERGENCY CONDITION IS REQUIRED FOR CONTRACTOR TO MOVE ALL PERSONNEL & EQUIPMENT OFF THE RUNWAY.
7. CLOSURE OF THE RUNWAYS OR TAXIWAYS WILL FIRST OCCUR FOR THE SEALING OF THE JOINTS AND THEN AGAIN FOR THE REMARKING OF THE PAVEMENT MARKINGS. PAVEMENT MARKING WILL OCCUR AFTER THE COMPLETION OF ALL JOINT SEALING.
8. CONTRACTOR SHALL FURNISH AND INSTALL RUNWAY CLOSURE 'X' ON EXISTING RUNWAY NUMERALS OF CLOSED RUNWAY EACH MORNING AND REMOVE FROM RUNWAY WHEN NOT WORKING EACH NIGHT AND WEEKENDS. REMARKING OF RUNWAY SHALL BE SCHEDULED SO THAT THE JOINT SEALING AND NEW MARKING ARE ACCOMPLISHED IN ORDER SHOWN.
9. THE RUNWAY SHALL BE OPENED AND FULLY OPERATIONAL EACH NIGHT AND ON WEEKENDS AND AT ALL OTHER TIMES THAT THE CONTRACTOR IS NOT WORKING ON THE RUNWAY.
10. CONTRACTOR SHALL ERECT & MAINTAIN LIGHTED BARRICADES AT THE BOUNDARY OF EACH WORK AREA TO KEEP AIRCRAFT FROM ENTERING THE CONTRACTOR'S WORK AREAS AND THE CONTRACTOR'S PERSONNEL & EQUIPMENT FROM OCCUPYING ANY OF THE AREAS OPEN FOR AIRCRAFT OPERATIONS.
11. CONTRACTOR SHALL VERIFY LOCATION AND PROTECT EXISTING UTILITIES. SHOULD CONTRACTOR ENCOUNTER & DAMAGE A WATERLINE ON THE AIRPORT HE SHALL IMMEDIATELY NOTIFY THE LOCAL FIRE DEPARTMENT.
12. IN CASE OF AN AIRCRAFT EMERGENCY THE AREA AROUND THE AIRCRAFT SHALL BE EVACUATED AND NOT REENTERED BY THE CONTRACTOR WITHOUT GIVEN PERMISSION EXCEPT FOR LIFESAVING ACTIVITIES.
13. ALL GATES USED BY THE CONTRACTOR SHALL REMAIN CLOSED AT ALL TIMES EXCEPT WHEN AUTHORIZED EQUIPMENT IS ACTUALLY ENTERING THE AIRPORT OR GATE IS CONTINUOUSLY GUARDED TO KEEP UNAUTHORIZED PERSONNEL AND WILDLIFE FROM ENTERING THE AIRPORT.
14. CONTRACTOR WILL BE RESPONSIBLE FOR DUST AND EROSION CONTROL DURING THE DURATION OF THE PROJECT.
15. ALL EQUIPMENT OPERATING DURING DAYLIGHT HOURS SHALL BE EQUIPPED WITH AN ORANGE AND WHITE CHECKERED FLAG OR FLASHING AMBER BEACON.
16. TAXIING AIRCRAFT WILL HAVE RIGHT OF WAY OVER CONTRACTOR'S VEHICLES AT ALL TIMES.

CONSTRUCTION PHASE

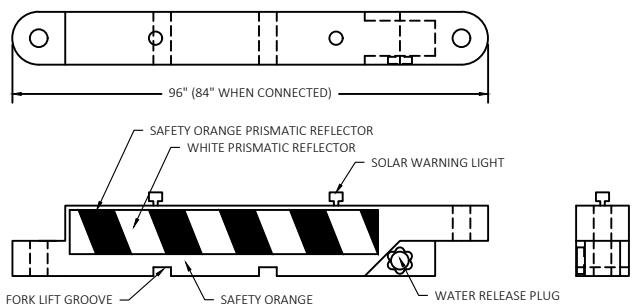
PHASE	CONTRACTOR'S WORK	FACILITY CLOSURE
1	SEAL JOINTS	RUNWAY 8-26, CROSS TAXIWAYS, TAXIWAY A EAST OF HANGARS
2	REMARK PAVEMENT	RUNWAY 8-26, CROSS TAXIWAYS, TAXIWAY A EAST OF HANGARS



CLOSED RUNWAY CROSS

CLOSED RUNWAY CROSS NOTE

1. CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN RUNWAY CROSSES. CROSSES SHALL BE AVIATION YELLOW AND MAY BE CONSTRUCTED OF SUITABLE FABRIC, PLYWOOD OR OTHER MATERIAL RESISTANT TO WIND AND WEATHER. CONTRACTOR SHALL FURNISH AND INSTALL SANDBAGS OR OTHER METHOD TO ANCHOR CROSSES IN MANNER APPROVED BY THE RESIDENT PROJECT REPRESENTATIVE.
2. CONTRACTOR SHALL PLACE CROSSES ON EACH END OF THE CLOSED RUNWAY. CROSSES SHALL REMAIN ON RUNWAY AT ALL TIMES THAT WORK IS PERFORMED ON THE RUNWAY. NO WORK SHALL BEGIN ON RUNWAY UNTIL CROSSES HAVE BEEN INSTALLED AND ANCHORED.
3. AT THE CONCLUSION OF THE PROJECT CROSSES SHALL BE REMOVED FROM THE AIRPORT.



10" WATER FILLED BARRICADE

BARRICADE NOTES

1. CONTRACTOR WILL FURNISH, INSTALL, AND MAINTAIN PLASTIC WATER-FILLED LIGHTED BARRICADES.
2. EACH BARRICADE SHALL HAVE 2 SOLAR-POWERED LIGHTS WITH RED LENSES EACH CONTROLLED BY PHOTOCELLS SUCH THAT THEY ARE ON CONTINUOUS AT NIGHT AND OFF BY DAY.
3. BARRICADES SHALL BE SECURED IF NECESSARY TO RESIST MOVEMENT FROM JET BLASTS OR PROB BLAST.
4. LOCATE BARRICADES AS SHOWN ON THE PLAN AND DIRECTED BY RESIDENT PROJECT REPRESENTATIVE. SPACING BETWEEN BARRICADES SHALL NOT EXCEED 4 FEET. SEE THIS SHEET FOR LOCATIONS.
5. AT THE COMPLETION OF THE CONSTRUCTION, ALL BARRICADES SHALL BE DRAINED OF WATER AND REMOVED FROM THE AIRPORT.

BECKWOURTH - NERVINO AIRPORT
OURTH CALIFORNIA

RESEAL JOINTS RUNWAY 8-26 PAVEMENTS

CONSTRUCTION SAFETY AND DRIVING PLAN

RESEAL JOINTS RUNWAY 8-26 PAVEMENTS

BECKWOURTH - NERVINO AIRPORT
OURTH CALIFORNIA

CONSTRUCTION SAFETY AND PLANNING DIVISION

RESEAL JOINTS RUNWAY 8-26 PAVEMENTS

BECKWOURTH - NERVINO AIRPORT
OURTH CALIFORNIA

CONSTRUCTION SAFETY AND PLANNING DIVISION

DATE OCTOBER 13, 2022
DRAWN TS
CHECKED DB
PROJECT No. 02.13
FILE 0213.02.CSPP
SCALE 1"=200'
SHEET No.
EXHIBIT 1

APPENDIX D. CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovered holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. The list below is one tool that the airport operator or contractor may use to aid in identifying and correcting potentially hazardous conditions. It should be customized as appropriate for each project including information such as the date, time and name of the person conducting the inspection.

Table D-1. Potentially Hazardous Conditions

Item	Action Required (Describe)	No Action Required (Check)
Excavation adjacent to runways, taxiways, and aprons improperly backfilled.		
Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.		
Runway resurfacing projects resulting in lips exceeding 3 inch (7.6 cm) from pavement edges and ends.		
Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ.		
Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.		
Tall and especially relatively low visibility units (that is, equipment with slim profiles) — cranes, drills, and similar objects — located in critical areas, such as OFZ and		

Item	Action Required (Describe)	No Action Required (Check)
approach zones.		
Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open taxiway, or open taxi lane or in a related safety, approach, or departure area.		
Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.		
Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards.		
Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards.		
Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.		
Obliterated or faded temporary markings on active operational areas.		
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.		

Item	Action Required (Describe)	No Action Required (Check)
Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.		
Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.		
Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings.		
Lack of radio communications with construction vehicles in airport movement areas.		
Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations.		
Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogue the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.		
Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.		
Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).		

Item	Action Required (Describe)	No Action Required (Check)
Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.		
Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.		
Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.		
Site burning, which can cause possible obscuration.		
Construction work taking place outside of designated work areas and out of phase.		

APPENDIX B
CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)
ROGERS FIELD (CHESTER)

APPENDIX B

SCHEDULE B **ROGERS FIELD** **CHESTER, PLUMAS COUNTY, CALIFORNIA**

RESEAL JOINTS IN RUNWAY 16-34 PAVEMENTS

AIP NO. 3-06-0040-__-2022

CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

Prepared by:

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Telephone (916) 652-4725
Fax (916) 652-9029**

November 11, 2021

APPENDIX C. SAFETY AND PHASING PLAN CHECKLIST

This appendix is keyed to Chapter 2. In the electronic version of this AC, clicking on the paragraph designation in the Reference column will access the applicable paragraph. There may be instances where the CSPP requires provisions that are not covered by the list in this appendix.

This checklist is intended as an aid, not a required submittal.

Table C-1. CSPP Checklist

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
General Considerations					
Requirements for predesign, prebid, and preconstruction conferences to introduce the subject of airport operational safety during construction are specified.	<u>2.5</u>	X			
Operational safety is a standing agenda item for construction progress meetings.	<u>2.5</u>	X			
Scheduling of the construction phases is properly addressed.	<u>2.6</u>	X			
Any formal agreements are established.	<u>2.5.3</u>			X	
Areas and Operations Affected by Construction Activity					
Drawings showing affected areas are included.	<u>2.7.1</u>	X			
Closed or partially closed runways, taxiways, and aprons are depicted on drawings.	<u>2.7.1.1</u>	X			
Access routes used by ARFF vehicles affected by the project are addressed.	<u>2.7.1.2</u>	X			
Access routes used by airport and airline support vehicles affected by the project are addressed.	<u>2.7.1.3</u>	X			
Underground utilities, including water supplies for firefighting and drainage.	<u>2.7.1.4</u>	X			

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Approach/departure surfaces affected by heights of temporary objects are addressed.	<u>2.7.1.5</u>	X			
Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads are properly depicted on drawings.	<u>2.7.1</u>	X			
Temporary changes to taxi operations are addressed.	<u>2.7.2.1</u>	X			
Detours for ARFF and other airport vehicles are identified.	<u>2.7.2.2</u>	X			
Maintenance of essential utilities and underground infrastructure is addressed.	<u>2.7.2.3</u>	X			
Temporary changes to air traffic control procedures are addressed.	<u>2.7.2.4</u>	X			
NAVAIDs					
Critical areas for NAVAIDs are depicted on drawings.	<u>2.8</u>	X			
Effects of construction activity on the performance of NAVAIDS, including unanticipated power outages, are addressed.	<u>2.8</u>	X			
Protection of NAVAID facilities is addressed.	<u>2.8</u>	X			
The required distance and direction from each NAVAID to any construction activity is depicted on drawings.	<u>2.8</u>	X			
Procedures for coordination with FAA ATO/Technical Operations, including identification of points of contact, are included.	<u>2.8, 2.13.1, 2.13.5.3.1, 2.18.1</u>	X			
Contractor Access					
The CSPP addresses areas to which contractor will have access and how	<u>2.9</u>	X			

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
the areas will be accessed.					
The application of 49 CFR Part 1542 Airport Security, where appropriate, is addressed.	<u>2.9</u>			X	
The location of stockpiled construction materials is depicted on drawings.	<u>2.9.1</u>	X			
The requirement for stockpiles in the ROFA to be approved by FAA is included.	<u>2.9.1</u>	X			
Requirements for proper stockpiling of materials are included.	<u>2.9.1</u>	X			
Construction site parking is addressed.	<u>2.9.2.1</u>	X			
Construction equipment parking is addressed.	<u>2.9.2.2</u>	X			
Access and haul roads are addressed.	<u>2.9.2.3</u>	X			
A requirement for marking and lighting of vehicles to comply with <u>AC 150/5210-5, Painting, Marking and Lighting of Vehicles Used on an Airport</u> , is included.	<u>2.9.2.4</u>	X			
Proper vehicle operations, including requirements for escorts, are described.	<u>2.9.2.5, 2.9.2.6</u>	X			
Training requirements for vehicle drivers are addressed.	<u>2.9.2.7</u>	X			
Two-way radio communications procedures are described.	<u>2.9.2.9</u>	X			
Maintenance of the secured area of the airport is addressed.	<u>2.9.2.10</u>	X			
Wildlife Management					
The airport operator's wildlife management procedures are addressed.	<u>2.10</u>	X			

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Foreign Object Debris Management					
The airport operator's FOD management procedures are addressed.	<u>2.11</u>	X			
Hazardous Materials Management					
The airport operator's hazardous materials management procedures are addressed.	<u>2.12</u>	X			
Notification of Construction Activities					
Procedures for the immediate notification of airport user and local FAA of any conditions adversely affecting the operational safety of the airport are detailed.	<u>2.13</u>	X			
Maintenance of a list by the airport operator of the responsible representatives/points of contact for all involved parties and procedures for contacting them 24 hours a day, seven days a week is specified.	<u>2.13.1</u>	X			
A list of local ATO/Technical Operations personnel is included.	<u>2.13.1</u>			X	
A list of ATCT managers on duty is included.	<u>2.13.1</u>			X	
A list of authorized representatives to the OCC is included.	<u>2.13.2</u>			X	
Procedures for coordinating, issuing, maintaining and cancelling by the airport operator of NOTAMS about airport conditions resulting from construction are included.	<u>2.8, 2.13.2, 2.18.3.3.9</u>	X			
Provision of information on closed or hazardous conditions on airport movement areas by the airport operator to the OCC is specified.	<u>2.13.2</u>			X	
Emergency notification procedures for medical, fire fighting, and police	<u>2.13.3</u>	X			

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
response are addressed.					
Coordination with ARFF personnel for non-emergency issues is addressed.	<u>2.13.4</u>	X			
Notification to the FAA under 14 CFR parts 77 and 157 is addressed.	<u>2.13.5</u>	X			
Reimbursable agreements for flight checks and/or design and construction for FAA owned NAVAIDs are addressed.	<u>2.13.5.3.2</u>			X	
Inspection Requirements					
Daily and interim inspections by both the airport operator and contractor are specified.	<u>2.14.1, 2.14.2</u>	X			
Final inspections at certificated airports are specified when required.	<u>2.14.3</u>	X			
Underground Utilities					
Procedures for protecting existing underground facilities in excavation areas are described.	<u>2.15</u>	X			
Penalties					
Penalty provisions for noncompliance with airport rules and regulations and the safety plans are detailed.	<u>2.16</u>	X			
Special Conditions					
Any special conditions that affect the operation of the airport or require the activation of any special procedures are addressed.	<u>2.17</u>	X			
Runway and Taxiway Visual Aids - Marking, Lighting, Signs, and Visual NAVAIDs					
The proper securing of temporary airport markings, lighting, signs, and visual NAVAIDs is addressed.	<u>2.18.1</u>	X			
Frangibility of airport markings, lighting, signs, and visual NAVAIDs is specified.	<u>2.18.1, 2.18.3, 2.18.4.2, 2.20.2.4</u>	X			

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
The requirement for markings to be in compliance with <u>AC 150/5340-1, Standards for Airport Markings</u> , is specified.	<u>2.18.2</u>	X			
Detailed specifications for materials and methods for temporary markings are provided.	<u>2.18.2</u>			X	
The requirement for lighting to conform to <u>AC 150/5340-30, Design and Installation Details for Airport Visual Aids</u> ; <u>AC 150/5345-50, Specification for Portable Runway and Taxiway Lights</u> ; and <u>AC 150/5345-53, Airport Lighting Certification Program</u> , is specified.	<u>2.18.3</u>				
The use of a lighted X is specified where appropriate.	<u>2.18.2.1.2</u> , <u>2.18.3.2</u>			X	
The requirement for signs to conform to <u>AC 150/5345-44, Specification for Runway and Taxiway Signs</u> ; <u>AC 50/5340-18, Standards for Airport Sign Systems</u> ; and <u>AC 150/5345-53, Airport Lighting Certification Program</u> , is specified.	<u>2.18.4</u>				
Marking and Signs For Access Routes					
The CSPP specifies that pavement markings and signs intended for construction personnel should conform to <u>AC 150/5340-18</u> and, to the extent practicable, with the MUTCD and/or State highway specifications.	<u>2.18.4.2</u>	X			
Hazard Marking and Lighting					
Prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles are specified.	<u>2.20.1</u>	X			

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Hazard marking and lighting are specified to identify open manholes, small areas under repair, stockpiled material, and waste areas.	<u>2.20.1</u>			X	
The CSPP considers less obvious construction-related hazards.	<u>2.20.1</u>	X			
Equipment that poses the least danger to aircraft but is sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast is specified.	<u>2.20.2.1</u>	X			
The spacing of barricades is specified such that a breach is physically prevented barring a deliberate act.	<u>2.20.2.1</u>	X			
Red lights meeting the luminance requirements of the State Highway Department are specified.	<u>2.20.2.2</u>			X	
Barricades, temporary markers, and other objects placed and left in areas adjacent to any open runway, taxiway, taxi lane, or apron are specified to be as low as possible to the ground, and no more than 18 inch high.	<u>2.20.2.3</u>	X			
Barricades are specified to indicate construction locations in which no part of an aircraft may enter.	<u>2.20.2.3</u>	X			
Highly reflective barriers with lights are specified to barricade taxiways leading to closed runways.	<u>2.20.2.5</u>	X			
Markings for temporary closures are specified.	<u>2.20.2.5</u>			X	
The provision of a contractor's representative on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades is specified.	<u>2.20.2.7</u>	X			

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Work Zone Lighting for Nighttime Construction					
If work is to be conducted at night, the CSPP identifies construction lighting units and their general locations and aiming in relationship to the ATCT and active runways and taxiways.	<u>2.21</u>			X	
Protection of Runway and Taxiway Safety Areas					
The CSPP clearly states that no construction may occur within a safety area while the associated runway or taxiway is open for aircraft operations.	<u>2.22.1.1</u> , <u>2.22.3.1</u>	X			
The CSPP specifies that the airport operator coordinates the adjustment of RSA or TSA dimensions with the ATCT and the appropriate FAA Airports Regional or District Office and issues a local NOTAM.	<u>2.22.1.2</u> , <u>2.22.3.2</u>			X	
Procedures for ensuring adequate distance for protection from blasting operations, if required by operational considerations, are detailed.	<u>2.22.3.3</u>			X	
The CSPP specifies that open trenches or excavations are not permitted within a safety area while the associated runway or taxiway is open, subject to approved exceptions.	<u>2.22.1.4</u>			X	
Appropriate covering of excavations in the RSA or TSA that cannot be backfilled before the associated runway or taxiway is open is detailed.	<u>2.22.1.4</u>			X	
The CSPP includes provisions for prominent marking of open trenches and excavations at the construction site.	<u>2.22.1.4</u>			X	
Grading and soil erosion control to maintain RSA/TSA standards are	<u>2.22.3.5</u>			X	

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
addressed.					
The CSPP specifies that equipment is to be removed from the ROFA when not in use.	<u>2.22.2</u>	X			
The CSPP clearly states that no construction may occur within a taxiway safety area while the taxiway is open for aircraft operations.	<u>2.22.3</u>	X			
Appropriate details are specified for any construction work to be accomplished in a taxiway object free area.	<u>2.22.4</u>	X			
Measures to ensure that personnel, material, and/or equipment do not penetrate the OFZ or threshold siting surfaces while the runway is open for aircraft operations are included.	<u>2.22.4.3.6</u>			X	
Provisions for protection of runway approach/departure areas and clearways are included.	<u>2.22.6</u>	X			
Other Limitations on Construction					
The CSPP prohibits the use of open flame welding or torches unless adequate fire safety precautions are provided and the airport operator has approved their use.	<u>2.23.1.2</u>	X			
The CSPP prohibits the use of electrical blasting caps on or within 1,000 ft (300 m) of the airport property.	<u>2.23.1.3</u>	X			

SCHEDULE B
ROGERS FIELD
CHESTER, PLUMAS COUNTY, CALIFORNIA

RESEAL JOINTS IN RUNWAY 16-34 PAVEMENTS

AIP NO. 3-06-0040-__-2022

CONSTRUCTION SAFETY AND PHASING PLAN

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EXHIBIT 1 CONSTRUCTION SAFETY AND PHASING PLAN

EXHIBIT 2 CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST

**ROGERS FIELD
CHESTER, PLUMAS COUNTY, CALIFORNIA**

RESEAL JOINTS IN RUNWAY 16-34 PAVEMENTS

AIP NO. 3-06-0040-__-2022

CONSTRUCTION SAFETY AND PHASING PLAN

INTRODUCTION

Plumas County, with Federal assistance from the Federal Aviation Administration under the Airport Improvement Program (AIP), proposes the resealing of joints on the Runway 16-34 pavements at Rogers Field, Chester, Plumas County, California. The Sponsor will comply and will require all parties involved with this project to comply with the Federal Aviation Administration (F.A.A.) requirements regarding safety and phasing of construction projects on airports.

The purpose of this Construction Safety and Phasing Plan (CSPP) is to provide the contractor and project manager guidance for compliance with Federal Aviation Administration (FAA) rules and regulations, and associated requirements of Plumas County, with regards to access onto air operations areas of Rogers Field, Chester, California, during the construction of the subject project.

This Construction Safety and Phasing Plan is based on the guidance of FAA Advisory Circular 150/5370-2G, “Operational Safety on Airports During Construction.”

Prior to issuance of Notice to Proceed, the Contractor will prepare a Safety Plan Compliance Document (SPCD) specifically for this project, furnish the SPCD to the Resident Project Representative (RPR), and obtain RPR’s approval of the document.

The Checklist for FAA CSPP Review is included in this CSPP. The Contractor will address all items checked on this list in his/her Safety Plan Compliance Document (SPCD) submitted prior to beginning work on this project.

1. COORDINATION

(a) Progress Meetings

The Sponsor will conduct predesign meetings, prebid meetings, preconstruction conferences, and weekly construction meetings to introduce and maintain the subject of airport operational safety during construction, as follows:

- Predesign Conference: This meeting will be held as soon as sufficient preliminary design work has been completed and prior to preparation of the final plans and specifications. This meeting will be attended by the Design

Engineer, Airport Management, Air Transport Association regional representatives, Airline Pilots Association representatives, fixed base operators, airline representatives, FAA airport certification inspector, and the Civil Engineer of the FAA Airports District Office, as appropriate for the airport.

- Prebid Conference: This meeting will be held a minimum of 10 days prior to the bid opening date. The participants in this meeting will include prospective bidders, subcontractors, material suppliers, the Design Engineer, and Airport Management.
- Preconstruction Conference: This conference will be conducted as soon as practicable after the contract has been awarded and before issuance of notice to proceed. The participants will include the Design Engineer, Resident Project Representative (RPR), Airport Management, testing laboratory representative, Contractor and subcontractors, Contractor's project superintendent, airport users, utility companies affected by the proposed construction, Federal, State or local agencies affected by the proposed construction, and the Civil Engineer of the FAA Airports District Office, as applicable.
- Weekly Meetings: Weekly progress meetings will be held at the airport. Operational safety will be a standing agenda item for discussion during weekly progress meetings throughout the construction of this project. The Contractor will present an updated progress report for the total work and a two-week look-ahead schedule. The participants will include the RPR, Airport Management, testing laboratory representative, Contractor's project superintendent, subcontractors, airport users, and the Civil Engineer of the FAA Airports District Office, as applicable.

(b) Scope or Schedule Changes – Changes in the scope or duration of the project may necessitate revisions to the CSPP. These revisions will be submitted for review and approval by the airport operator and the FAA.

(c) FAA ATO Coordination – The PAPIs for Runway 16 and Runway 34 will be shut down during the construction work performed on Runway 16-34. These PAPIs are owned and operated by Plumas County. Coordination with FAA ATO of the shutdown of these facilities will not be required.

2. PHASING

There are fifteen (15) consecutive working days for the completion of the total project. The scope of work included in this project is as follows:

- Rehabilitate existing joints in Runway 16-34 pavements (73,000 ln. ft.)
- Reseal existing joints in Runway 16-34 pavements (13,000 ln. ft.)

(a) Phasing Elements – The phasing for this project is as shown on the Construction Safety and Phasing Plan, Exhibit 1, and as follows:

Phase	Contractor's Work	Contractor's Work Area	Facility Closure
1	Joint Seal	Runway 16-34	Runway 16-34
2	Remark Pavement		

Closure of the runways and taxiways in each phase will first occur for the sealing of the joints and then again for the remarking of the pavement markings. Pavement marking will occur after the completion of all joint sealing.

The Contractor will provide a detailed two-week look-ahead plan and schedule showing limits of proposed work and the locations of barricades and runway closure crosses. All schedules will be updated and coordinated with the Airport Manager and the RPR in order to NOTAM Runway 16-34 NAVAIDs out of service when the runway is closed.

This project will be bid with a similar scope project at Nervino Airport, Beckwourth, California. Contractor will complete each phase of work at Rogers Field prior to starting work at Nervino Airport. If a fire event occurs that requires USFS firefighting operations at Rogers Field, work can be shifted to Nervino Airport. Contractor will be allowed 15 working days to complete work at Rogers Field. All working days will be consecutive unless work is shifted to Nervino Airport. No work will be performed on Saturday or Sunday.

(b) Construction Safety Drawing - The scope of the project and details of the phasing are shown on the Construction Safety and Phasing Plan, Exhibit 1.

3. AREAS AND OPERATIONS AFFECTED BY THE CONSTRUCTION ACTIVITY

(a) Identification of Affected Areas. All areas affected by the construction activity in this project are shown on the Construction Safety and Phasing Plan, Exhibit 1. Identified on this drawing are Aircraft Rescue and Fire Fighting (ARFF) access routes and access routes to be used by airport support vehicles and the contractor. Also shown are approach/departure surfaces affected by heights of construction equipment and other temporary objects. Construction areas, storage areas, and haul routes are also depicted on this drawing.

(b) Mitigation of Effects. It is necessary to maintain the safety and efficiency of airport operations during construction operations.

(1) Temporary Changes to Runway and/or Taxiway Operations:

During the construction of work in Phases 1 and 2 the runway and taxiways will be closed to aircraft operations except for emergency conditions. A 15-minute notice of an emergency condition is required for the contractor to

move all personnel and equipment off the runway. Rogers Field is a fire base for the USFS. In case of a fire event, Contractor will stop all work and reopen Runway 16-34 within 15 minutes until the fire event has ended. Contractor may shift construction operations to Nervino Airport during any emergency or fire event.

The runways and taxiways will be closed during the day and reopened each night during the construction of this project.

Airport Owner will provide a qualified flagger to monitor Airport Frequency 122.800 MHz and observe aircraft operations when Contractor is working near active taxiways and runways.

(2) Detours for ARFF and Other Airport Vehicles:

All ARFF and other airport vehicles will have access to all areas on the airport during construction of this project. Any detour routes for these vehicles are shown in blue on Exhibit 1.

(3) Maintenance of Essential Utilities and Underground Infrastructure:

No utilities or underground infrastructure will be affected by this project.

There will be no temporary utilities installed. If one of the existing utility lines is damaged, specifications require the Contractor to immediately repair it at his/her cost and to reimburse the Airport for damages due to shutdown. If these damaged utilities cannot be immediately repaired, the Airport will immediately issue required NOTAMs.

(4) Temporary Changes to Air Traffic Control Procedures.

Rogers Field does not have an Air Traffic Control Tower. Prior to any construction, a NOTAM will be issued indicating that the runway and taxiways are closed and times of closures. The RPR, who will be on site during construction, will be equipped with a two-way radio and will monitor Unicom frequency and notify aircraft operating in the area of facility closures, or other safety related items.

4. NAVAIDs

There are navigational aids (NAVAIDs) existing on this airport. These NAVAIDs and corresponding critical areas are shown on the Construction Safety and Phasing Plan, Exhibit 1. Such facilities must be fully protected during the entire construction time period.

(a) NAVAIDs Affected by Construction

NAVAIDS on the airport consist of a PAPI on Runway 16, a PAPI on Runway 34, and a rotating beacon located near the fuel island. These items will not be affected by construction.

(b) NAVAIDs Placed out of Service

When the contractor is sealing the cracks and remarking Runway 16-34, Runway 16-34 will be closed. During the time the runway is closed the PAPI on Runway 16 and the PAPI on Runway 34 will be placed out of service. The closures will be during working hours as described in Article 3(b)(1). The runway and taxiways will be reopened each night and on the weekends. These facilities will be shut down with the runway closure each day and turned back on when construction operations are complete on the runway each night and on the weekends.

(c) Protection of NAVAIDs Remaining in Service

NAVAIDs existing on this airport are the rotating beacon located near the fuel island and the PAPIs on Runway 16 and Runway 34. The contractor will be required to protect these facilities.

(d) NOTAMs

When NAVAIDs are shut down during construction, experience an unexpected power outage, or are otherwise affected by construction activities, the Airport will issue a Notice to Airmen (NOTAM) as outlined in Article 9 of this CSPP.

(e) Protection of Underground Cable

There are underground ducts and cable in the construction area to serve the lights and NAVAIDs. The location of these facilities will be identified by USA (811) before any work in their general vicinity is started as described in Article 11 of this CSPP. Throughout the entire time of this construction these facilities will be protected by the Contractor from any possible damage, including crossing with unauthorized equipment.

(f) Temporary NAVAIDs

No temporary NAVAIDs will be required during the construction of this project.

5. CONTRACTOR ACCESS

(a) Stockpiled Construction Materials

The Contractor will be allowed to temporarily stockpile materials in the Contractor's Storage Area as shown on the CSPP Drawing, Exhibit 1. All

stockpiled materials will be removed prior to completion of the project and any damage to the pavements caused by the Contractor will be repaired at the Contractor's expense.

Stockpiled materials will not be permitted within the Runway Safety Area (RSA) and Object Free Zone (OFZ). If it becomes necessary to stockpile materials in the Runway Object Free Area (ROFA), the Airport will submit a 7460-1 form to the FAA Airports District Office in Walnut Creek, California.

Stockpiles will be limited to a height of 3 feet and will be graded to drain. The Contractor will determine and verify that stockpiled materials are stabilized and stored at the approved location shown on the CSPP drawing so as not to be a hazard to aircraft operations and to prevent attraction of wildlife (see Article 6) and foreign object damage (see Article 7).

Contractor will be responsible for maintaining the security, safety, and cleanliness of the Contractor's Storage Area at all times.

(b) Vehicle and Pedestrian Operations

It is critical that all pedestrians and vehicles are prevented from unauthorized entry to the Air Operations Area (AOA). The Construction Safety and Phasing Plan clearly delineates the designated access and haul routes, employee parking areas, and construction equipment parking areas. Contractor's personnel and equipment will be limited to the construction areas, parking areas, and haul routes shown on the CSPP Drawing. All entrance gates will be controlled to eliminate entrance to the airport by unauthorized personnel or equipment.

Vehicle parking areas will not impact NAVAID signals or penetrate FAR Part 77 imaginary surfaces.

Employee parking and construction vehicle parking will be restricted to the Contractor's Storage Area as shown on the CSPP drawing, Exhibit 1. Vehicle and construction traffic will be held off from all active paved areas. Access to the construction site will be off Highway 36 onto Chester Airport Road as shown on the CSPP drawing. Haul routes are indicated in red on the CSPP drawing.

Contractor will maintain haul road and paved surfaces clear of debris at all times. Runway and taxiways will be maintained broom clean.

Contractor's vehicles and equipment will include a flag on a staff attached to the vehicle so that the flag will be readily visible. The flag will be at least a 3-foot by 3-foot square having a checkered pattern of international orange and white squares at least 1 foot on each side. During periods of low visibility Contractor vehicles and equipment will be equipped with an amber flashing beacon mounted on the uppermost part of the vehicle structure.

All vehicle/equipment operators driving on the airport must have an appropriate level of knowledge of airport rules and regulations. The Contractor will be required to submit a list of authorized vehicle operators to the Airport. The vehicle operators will be required to maintain a current drivers' license. Driver training will be limited to designating areas to be avoided and areas where free access will be available. No vehicle will be allowed to travel on any airport pavement that is used for aircraft operations.

All vehicle operators will be trained on airport procedures, safety, work area limits, security, and communications. All personnel with movement area driving privileges will be trained on pedestrian and ground vehicle procedures, including consequences of noncompliance, prior to moving on foot, or operating a ground vehicle, in movement areas or safety areas.

Contractor will limit all construction vehicle activity to the limits of the project and the haul road shown on the CSPP.

(c) Radio Communications

Vehicular traffic located in or crossing an active movement area will have a working two-way radio tuned to Unicom frequency 122.800 MHz or be escorted by an Airport-Furnished flag person. The driver, through personal observation, will confirm that no aircraft is approaching the vehicle position. Construction personnel may operate in a movement area without two-way radio communication provided a NOTAM is issued closing the area and that the area is properly marked to prevent incursions and the Airport-furnished flagger is present to control operations. Two-way radio communications are required on Unicom frequency 122.800 MHz. Continuous monitoring is required. The Airport's flagger will be the project engineer's specialist. These flaggers will be trained on all movement area procedures.

(d) Airport Security

There is a security fence and gates around the property of this airport. All gates used by the Contractor will be kept locked except for entrance of approved personnel and equipment or will be manned by trained flaggers to control entrance to the airport. Contractor will be responsible for security of entrance during Contractor's working hours. The security fence, designated Contractor gate, and secure areas on the airport are shown on the CSPP Drawing.

All Contractor personnel working on airport shall wear in a prominent location identification badges on their outermost garment or identifying logo on their hard hats. The type and wording of badges or hard hats will be approved by the Airport.

In accordance with the requirements of the Federal Aviation Administration as set forth in FAR 107.11(F), the Contractor will take all steps necessary to assure Owner that the backgrounds of all employees have been checked to the extent necessary to

assure that permitting them unescorted access to any area on the airport controlled for security reasons is appropriate. This background check, to the extent allowable by law, will include at a minimum references and prior employment histories to the extent necessary to verify representations made by the employee relating to employment in the preceding 5 years.

6. WILDLIFE MANAGEMENT

The airport is fenced with 6-foot chain link perimeter fence and security gates. All gates will remain closed at all times except when vehicles are entering or exiting them or they are guarded by a flagger as stated in Article 5 of this CSPP.

Care will be taken to prevent inadvertent incidents of wildlife hazards by ensuring access gates are properly secured to prevent wildlife entry.

The Contractor will carefully control and continuously remove waste or loose materials that might attract wildlife and be aware of and avoid construction activities that might attract wildlife such as:

- Trash – Food scraps will be collected from construction personnel activity.
- Standing water
- Disruption of existing wildlife habitat.
- Stockpile materials.
- Poorly maintained fencing and gates.

All trash will be placed in waste containers to prevent the attraction of wildlife. Waste containers will be equipped with lids and secured at all times. No trash or debris will be left on site by the Contractor.

Should the Contractor encounter wildlife on the airport, he/she will immediately notify Airport Management.

7. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT

The Contractor will not be allowed to leave or place foreign object debris (FOD) on or near active aircraft movement areas and will be required to control and monitor FOD. Materials tracked onto these areas will be continuously removed during the construction project by broom sweeping. Ground vehicle tires will be inspected daily to ensure they are not tracking FOD onto the airfield pavements. Daily inspections of these aircraft movement areas will be made by the RPR as discussed in Article 10 of this CSPP.

Contractor will also maintain the haul road and paved surfaces clear of debris at all times.

8. HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT

The Contractor will be required to manage and contain any hazardous materials (HAZMAT) on the airport. Contractors operating construction vehicles and equipment on the

airport must be prepared to expeditiously contain and clean up spills resulting from fuel or hydraulic fluid leaks. The Contractor will refrain from topping off vehicle fuel tanks and have sorbent materials available in the fueling area for when small spills occur.

It is not anticipated that there will be any hazardous materials used or encountered during the construction of this project. The Contractor will be required to keep Material Safety Data Sheets (MSDS) available for inspection for all materials delivered to the airport.

9. NOTIFICATION OF CONSTRUCTION ACTIVITIES

(a) List of Responsible Representatives. It will be necessary to keep the following people totally informed of the operations that the contractor proposes to perform at Rogers Field.

Sponsor:

JD Moore, Maintenance Supervisor II.....(530) 386-4373

F.A.A.

Reginald Dones, Civil Engineer/Program Manager Phone Number TBD

Resident Project Representative

David Baltazar, RPR(916) 652-4725 Office

.....(916) 600-2418 Cell

Damon Brandley, Project Manager(916) 652-4725 Office

.....(916) 316-0544 Cell

At the start of construction, the Contractor will be required to provide the RPR with the names, telephone numbers, cell phone numbers, and e-mail addresses of all Contractor personnel that are responsible for on-call 24/7 services if necessary.

(b) NOTAMs

The Airport Management will issue Notices to Airmen (NOTAMs) as required accurately describing current airport conditions and contractor operations. This will be coordinated with tenants of the airport. JD Moore, Maintenance Supervisor II will be responsible for issuing, maintaining, and canceling NOTAMs. The Airport Management has provided a list of airport employees who are authorized to issue NOTAMs to the FSS air traffic manager.

NOTAMs will be issued clearly identifying where the construction work is being performed and during which periods.

(c) Emergency Notifications:

In case of emergency during the construction of this project, Contractor will notify one or more of the following:

Fire/Police/Ambulance Call 911
Airport Radio Communication (Article 5 of CSPP)122.8 Mhz

Chester Fire District Emergency.....	Call 911
Chester Fire District Non-Emergency	(530) 832-1008
Local Hospital – Eastern Plumas Healthcare.....	(530) 832-6600
Poison Control	(800) 222-1222

(d) Coordination with Fire Department Personnel:

The Contractor will be required to notify the Plumas County and Fire Department personnel if any water lines or fire hydrants are damaged or deactivated. The Contractor will also notify the County and/or Fire Department personnel if there are any blocked or rerouted emergency access routes or if hazardous materials will be used on the airfield. The non-emergency telephone number for the Fire Department is (530) 832-1008 and the contact person is Dispatcher on Duty. Contractor will confirm in writing the date and time The Fire Department was notified and the contact person.

(e) Notification to the FAA:

Part 77. The Contractor will coordinate with the RPR who will file a 7460-1 form with the F.A.A. Airports District Office in Walnut Creek if any construction equipment (i.e. cranes, graders, other equipment) affects navigable airspace as defined in FAR Part 77.

NAVAIDS. For emergency notification about impacts to airport owned NAVAIDS Airport Management will contact the Operations Control Center at (866) 432-2622.

If construction operations will cause impacts to NAVAIDS, the Airport Management will contact FAA ATO Service Area Planning and Requirements Groups a minimum of 45 days prior to implementing these operations and coordinate the shutdown with the local FAA ATO/Technical Operations office, including necessary reimbursable agreements and flight checks. A 7-day notice will be given to FAA ATO to schedule the actual NAVAID shutdown.

10. INSPECTION REQUIREMENTS

The Airport will provide an RPR to ensure that all Contractor operations comply with all requirements of the plans, specifications, and this Safety Plan. It will be his/her duty to inspect materials and workmanship of the work under instructions of the Airport or RPR and to report any and all deviations from the Drawings, Specifications, and other Contract provisions that may come to his/her notice. The RPR will have the right to order the work entrusted to his/her supervision immediately stopped, if in his/her opinion such action becomes necessary, until the Airport or RPR is notified and has determined and ordered that the work may proceed in due fulfillment of all Contract requirements.

(a) Daily Inspections. Daily inspections will be conducted to ensure conformance with the CSPP. Exhibit 2 of this CSPP includes a Construction Project Daily Safety Inspection Checklist for this purpose.

(b) Final Inspections. Whenever an area on the airport is reopened for aircraft operations, an inspection will be conducted to assure compliance with the plans, specifications, and CSPP. At the end of the project a final inspection will be held by the RPR, the Airport Management, and the Federal Aviation Administration to assure all components of the project comply with the plans, specifications, and CSPP.

11. UNDERGROUND UTILITIES

Not less than two full working days prior to performing any excavation, the Contractor will be required to notify Underground Service Alert (USA) by calling 811. The location of the subsurface installations will be in accordance with Sections 4216 and 4217 of the Government Code, as latest amended. No excavation will be performed until the subsurface installations have been located, hand-excavated and identified. The Contractor will update the location of the subsurface installations in the proposed work area every 14 calendar days, as required.

In case of accidental utility disruption, utilities owners' contacts and telephone numbers are included below:

Pacific Gas and Electric (PG&E).....	(800)-743-0060
Sewer –Chester PUD Water & Sewer	(530)-258-3456
Telephone- Citizens Telecom	(530)-251-4100

Refer to Article 9 of this CSPP for procedures for contacting the Fire Department and FAA in case of interruption of water service and NAVAIDs, respectively.

12. PENALTIES

If in the opinion of Airport Management or the RPR, the Contractor's employees or subcontractors are in violation of the airport's rules and regulations, including this CSPP, in sufficient magnitude as to cause danger to life and property, the RPR shall have the right to stop all work on this contract for a period of forty-eight (48) hours as a contractual penalty.

Any vehicle operator who willfully violates the CSPP will be requested, through the Contractor, to leave the job site.

13. SPECIAL CONDITIONS

Some special conditions may trigger specific safety mitigation actions outlined in this CSPP. These may include low visibility operations, snow removal, aircraft in distress, aircraft accident, security breach, Vehicle/Pedestrian Deviations (VPD), and other activities requiring construction suspension/resumption. In order to be advised of these special conditions and actions to be taken, the Contractor shall at all times maintain radio contact as specified in Article 5 of this CSPP.

Should an aircraft emergency occur anyplace on the airport, the Contractor will be required to move all personnel and equipment beyond the safety area of the runway and taxiways and to refrain from moving out of these areas to resume work until specifically authorized by Airport personnel. The area around the downed aircraft shall be evacuated and not reentered by the Contractor until given permission, except for lifesaving activities.

Contractor will be responsible for dust and erosion control during the construction of this project.

14. RUNWAY AND TAXIWAY VISUAL AIDS

There exist on the airport runway and taxiway marking, runway and taxiway lights and signs, and visual NAVAIDS. These facilities are shown on the attached Construction Safety and Phasing Plan Drawing, Exhibit 1. Areas where aircraft will be operating will be clearly and visibly separated from construction areas. Throughout the duration of the construction project, these areas will remain clearly marked and visible at all times. All marking, lighting, signs, and visual NAVAIDS will remain on during the construction of this project.

It will not be necessary to install temporary marking, lights, signs, or visual NAVAIDS during the construction of this project.

Lights, markings, signs, and visual NAVAIDS adjacent to areas used by aircraft will comply with the frangibility requirements of Advisory Circular 150/5220-23, *Frangible Connections*.

Contractor-furnished closed runway closure markers will be placed on the runway identification numbers at each end of the runway at all times that work is performed on the runway as shown on the Construction Safety and Phasing Plan, Exhibit 1.

Contractor will place the runway closure markers on the existing runway numerals each morning and remove them from the runway each night and on the weekends. Runway lights will be operational each night the runway is open and on the weekends.

Runway closure crosses will consist of yellow Runway Closure Marker X conforming to FAA AC 150/5340-1, current edition. Crosses will be held in place in a manner approved by the RPR to resist wind and weather. Runway closure markers will be provided, installed, and maintained by the Contractor. At the completion of the project, crosses will be removed from the site.

Runway closure markers will be stored outside of all runway and taxiway Object Free Areas when not in use.

15. MARKING AND SIGNS FOR ACCESS ROUTES

The marking and signing for access routes to the construction site is shown on the Construction Safety and Phasing Plan. Signs will conform to Advisory Circular 150/5340-18F, Standards for Airport Sign Systems. To the extent possible, signs will be in conformance with the

Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and/or State highway specifications and will not be hand lettered.

16. HAZARD MARKING AND LIGHTING

The runway and taxiways will be closed to all aircraft operations during construction of the work on this project. The Contractor will furnish, erect, and maintain hazard marking and lighting at the boundary of the work areas to keep aircraft from entering the Contractor's work areas and to keep the Contractor's personnel and equipment from occupying any of the areas open for aircraft operations. Hazard marking and lighting will also be placed to identify small areas under repair, stockpiled material, waste areas, and areas subject to jet blast. The barricades will be placed each morning and removed when construction is complete each night. The locations and details of barricades to be placed in this project are shown on the Construction Safety and Phasing Plan, Exhibit 1.

The barricades will be plastic water-filled lighted barricades as shown on the Construction Safety and Phasing Plan, Exhibit 1. Each barricade will have two solar-powered lights with red lenses each controlled by photocells such that they are on continuous at night and off by day. Maximum spacing between barricades will be four (4) feet. Spacing will be such that a breach is physically prevented barring a deliberate act. Barricades will be secured if necessary to resist movement from jet blast or prop blast. Barricades will have alternate orange and white diagonal striping. The barricades will be supplemented with signs such as "No Entry" and/or "No Vehicles," as necessary. All barricades will be drained of water and removed from the airport at the completion of the contract.

Contractor will provide a barricade plan two weeks before start of each phase of construction.

The Contractor will supply the names and telephone numbers of persons responsible for the emergency maintenance of the hazard marking and lighting during construction of this project who will be available 24 hours a day.

17. PROTECTION OF RUNWAY AND TAXIWAY SAFETY AREAS

No construction may occur within a runway safety area (RSA) or taxiway safety area (TSA) while the associated runway or taxiway is open for aircraft operations. These safety areas, along with the runway object free zone (OFZ) and object free area (OFA), taxiway OFA, and runway approach surfaces, are shown on the Construction Safety and Phasing Plan.

No blasting operations will be required or allowed during the construction of this project.

Open trenches or excavations will not be permitted within the RSA at night. The Contractor will furnish, erect, and maintain red or orange flags, as approved by the airport operator, and red lights during hours of restricted visibility or darkness, around open trenches, excavations, temporary stockpiles, and his/her parked construction equipment that may be hazardous to the operation of aircraft, emergency fire-rescue, or maintenance vehicles on the airport. See Article 16 of this CSPP for details of Hazard Marking and Lighting.

The RSA and TSA will be:

- a. Cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations.
- b. Drained by grading or storm sewers to prevent water accumulation.
- c. Capable under dry conditions of supporting construction and maintenance equipment, aircraft rescue, fire-fighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.
- d. Free of objects, except for objects that need to be located in the RSA because of their functions. These objects will be constructed on low impact resistant supports (frangible mounted structures) to the lowest practical height with the frangible point no higher than 3 inches above finished grade.

Construction may be permitted in the runway OFA. However, equipment must be removed from the runway OFA when not in use, and material will not be stockpiled in the runway OFA. Stockpiling material in the OFA requires submittal of a 7460-1 and justification provided to the FAA Airports District Office for approval.

No construction may occur within a taxiway OFA while the taxiway is open for aircraft operations.

No construction equipment or personnel may penetrate the OFZ while the runway is open for aircraft operations.

All personnel, materials, and/or equipment must remain clear of the applicable runway approach/departure areas and clearways as shown on the Construction Safety and Phasing Plan, Exhibit 1 when the runway is operating.

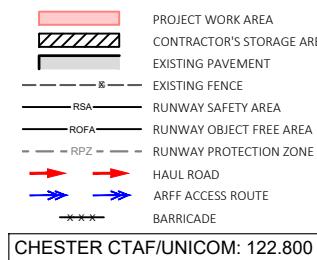
If it is necessary to use construction equipment (cranes, concrete pumps, etc.) that is higher than 25 feet, a 7460-1 determination will be issued for such equipment as outlined in Article 18 of this CSPP.

18. OTHER LIMITATIONS ON CONSTRUCTION

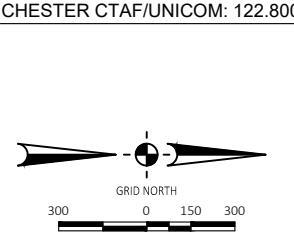
Additional limitations on construction including but are not limited to:

- a. No use of equipment taller than 25 feet (cranes, concrete pumps, and so on) unless a 7460-1 determination letter is issued for each piece of equipment.
- b. No use of open flame welding or torches unless fire safety precautions are provided and the airport operator has approved their use.
- c. No use of electrical blasting caps on or within 1,000 feet of the airport property.
- d. No use of flare pots within the air operations area.

LEGEND



CHESTER CTAF/UNICOM: 122.800



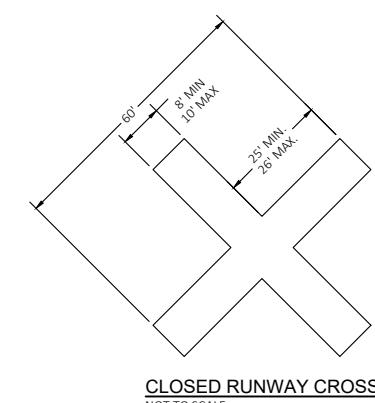
NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE SECURITY, SAFETY AND CLEANLINESS OF THE CONTRACTOR'S STORAGE AREA AT ALL TIMES.
2. CONTRACTOR SHALL MAINTAIN HAUL ROAD AND PAVED SURFACES CLEAR OF DEBRIS AT ALL TIMES. RUNWAY AND TAXIWAYS SHALL BE MAINTAINED BROOM CLEAN.
3. AIRPORT OWNER WILL PROVIDE A QUALIFIED FLAGGER TO MONITOR AIRPORT FREQUENCY 122.80 MHZ AND OBSERVE AIRCRAFT OPERATIONS WHEN CONTRACTOR IS WORKING NEAR ACTIVE TAXIWAYS AND RUNWAYS.
4. ROGERS FIELD AIRPORT IS A BASE OF OPERATIONS FOR US FOREST SERVICE FIREFIGHTING. RUNWAY 16-34 WILL BE CLOSED DURING CONTRACTOR WORKING HOURS. SHOULD AN EMERGENCY CONDITION OCCUR REQUIRING USFS USE OF RUNWAY 16-34, CONTRACTOR IS REQUIRED TO REMOVE ALL PERSONNEL, EQUIPMENT, AND CLOSURE CROSSSES FROM THE RUNWAY WITHIN 15 MINUTES OF NOTICE OF EMERGENCY.
5. THIS PROJECT IS BID WITH A SIMILAR SCOPE PROJECT AT BECKWORTH NERVINO AIRPORT. CONTRACTOR SHALL COMPLETE EACH PHASE OF WORK AT ROGERS FIELD PRIOR TO STARTING WORK AT BECKWORTH NERVINO AIRPORT. IF A FIRE EVENT OCCURS WHICH REQUIRES USFS FIRE FIGHTING OPERATIONS AT ROGERS FIELD, WORK MAY BE SHIFTED TO BECKWORTH NERVINO AIRPORT. CONTRACTOR WILL BE ALLOWED 15 WORKING DAYS TO COMPLETE WORK AT ROGERS FIELD. ALL WORKING DAYS MUST BE CONSECUTIVE UNLESS WORK IS SHIFTED TO BECKWORTH. NO WORK WILL BE PERFORMED ON SATURDAY OR SUNDAY.
6. RUNWAY AND TAXIWAY CLOSURE SHALL OCCUR FOR EACH PHASE OF WORK. WORK OPERATIONS ARE:
 - (1) JOINT SEAL
 - (2) REMARK PAVEMENT MARKINGS
 PAVEMENT MARKING WILL OCCUR AFTER THE COMPLETION OF JOINT SEALING. CONTRACTOR SHALL SUBMIT WORK SCHEDULE AT PRE-CONSTRUCTION MEETING OR TWO WEEKS PRIOR TO START OF WORK, WHICHEVER IS GREATER. AIRPORT MANAGER WILL ISSUE THE APPROPRIATE NOTAMS FOR THE RUNWAY CLOSURE AND PLACING RUNWAY 16-34 PAPIS OUT OF SERVICE.

PLOTTED BY Kevin Curry 11/22/2022 12:55 PM

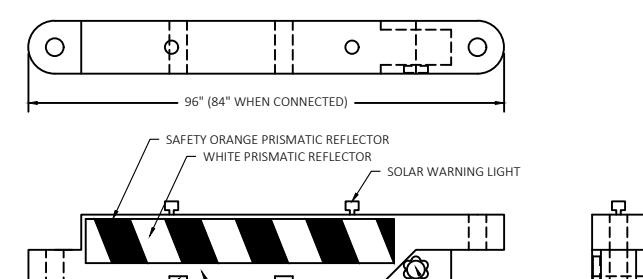
G59 ROGERS FIELD 18-JOINTS 2021BID SETS5918.02.CSPPP.DWG

CONSTRUCTION PHASING		
PHASE	CONTRACTOR'S WORK	FACILITY CLOSURE
1	SEAL JOINTS	RUNWAY 16-34, CROSS TAXIWAYS, TAXIWAY A SOUTH OF APRON
2	REMARK PAVEMENT	RUNWAY 16-34, CROSS TAXIWAYS, TAXIWAY A SOUTH OF APRON

CLOSED RUNWAY CROSS
NOT TO SCALE

CLOSED RUNWAY CROSS NOTES:

1. CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN RUNWAY CROSSES. CROSSES SHALL BE AVIATION YELLOW AND MAY BE CONSTRUCTED OF SUITABLE FABRIC, PLYWOOD OR OTHER MATERIAL RESISTANT TO WIND AND WEATHER. CONTRACTOR SHALL FURNISH AND INSTALL SANDBAGS OR OTHER METHOD TO ANCHOR CROSSES IN MANNER APPROVED BY THE RESIDENT PROJECT REPRESENTATIVE.
2. CONTRACTOR SHALL PLACE CROSSES ON EACH END OF THE CLOSED RUNWAY. CROSSES SHALL REMAIN ON RUNWAY AT ALL TIMES THAT WORK IS PERFORMED ON THE RUNWAY. NO WORK SHALL BEGIN ON RUNWAY UNTIL CROSSES HAVE BEEN INSTALLED AND ANCHORED.
3. AT THE CONCLUSION OF THE PROJECT CROSSES SHALL BE REMOVED FROM THE AIRPORT.

10" WATER-FILLED BARRICADE
NOT TO SCALE

BARRICADE NOTES:

1. CONTRACTOR WILL FURNISH, INSTALL, AND MAINTAIN PLASTIC WATER-FILLED LIGHTED BARRICADES.
2. EACH BARRICADE SHALL HAVE 2 SOLAR-POWERED LIGHTS WITH RED LENSES EACH CONTROLLED BY PHOTOCELLS SUCH THAT THEY ARE ON CONTINUOUS AT NIGHT AND OFF BY DAY.
3. BARRICADES SHALL BE SECURED IF NECESSARY TO RESIST MOVEMENT FROM JET BLASTS OR PROP BLASTS.
4. LOCATE BARRICADES AS SHOWN ON THE PLAN AND DIRECTED BY RESIDENT PROJECT REPRESENTATIVE. SPACING BETWEEN BARRICADES SHALL NOT EXCEED 4 FEET. SEE THIS SHEET FOR LOCATIONS.
5. AT THE COMPLETION OF EACH WORK SHIFT, ALL BARRICADES SHALL BE DRAINED OF WATER AND REMOVED FROM THE AIRPORT.

ROGERS FIELD
RESEAL JOINTS RUNWAY 16-34 PAVEMENTS
CONSTRUCTION SAFETY AND PHASING PLAN
CHESTER

DATE 10/31/2022
DRAWN TS
CHECKED DB
PROJECT No. 59.18
FILE 5918.02.CSPPP
SCALE 1"=300'
SHEET No. EXHIBIT 1

BRANDLEY
ENGINEERING
6125 KING ROAD, SUITE 201
LOOMIS, CALIFORNIA 95650 • (916) 652-4725

APPENDIX D. CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovered holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. The list below is one tool that the airport operator or contractor may use to aid in identifying and correcting potentially hazardous conditions. It should be customized as appropriate for each project including information such as the date, time and name of the person conducting the inspection.

Table D-1. Potentially Hazardous Conditions

Item	Action Required (Describe)	No Action Required (Check)
Excavation adjacent to runways, taxiways, and aprons improperly backfilled.		
Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.		
Runway resurfacing projects resulting in lips exceeding 3 inch (7.6 cm) from pavement edges and ends.		
Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ.		
Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.		
Tall and especially relatively low visibility units (that is, equipment with slim profiles) — cranes, drills, and similar objects — located in critical areas, such as OFZ and		

Item	Action Required (Describe)	No Action Required (Check)
approach zones.		
Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open taxiway, or open taxi lane or in a related safety, approach, or departure area.		
Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.		
Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards.		
Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards.		
Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.		
Obliterated or faded temporary markings on active operational areas.		
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.		

Item	Action Required (Describe)	No Action Required (Check)
Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.		
Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.		
Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings.		
Lack of radio communications with construction vehicles in airport movement areas.		
Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations.		
Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogue the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.		
Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.		
Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).		

Item	Action Required (Describe)	No Action Required (Check)
Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.		
Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.		
Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.		
Site burning, which can cause possible obscuration.		
Construction work taking place outside of designated work areas and out of phase.		

APPENDIX C
REQUIRED SUBMITTALS LIST

APPENDIX C

SCHEDULE A

**NERVINO AIRPORT * BECKWOURTH, CALIFORNIA
RESEAL JOINTS IN RUNWAY 8-26 PAVEMENTS
AIP NO. 3-06-0020- 2023**

SCHEDULE B

**ROGERS FIELD CHESTER, CALIFORNIA
RESEAL JOINTS IN RUNWAY 16-34 PAVEMENTS
AIP NO. 3-06-0040- 2023**

<p>Note: This submittal list is provided for the contractor's convenience and may not represent ALL submittals required by the contract documents. Contractor is ultimately responsible for identifying and providing ALL required submittals.</p>	<p>SD Shop Drawings D Data/List of Materials P Product catalog sheets C Certifications Q Quality Control Submittals OM Operation and Maintenance Manuals W Warranty Over One Year Period SP Spare Parts T Training O Other</p>
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REQUIRED SUBMITTAL LIST



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Todd Johns, Sheriff

MEETING DATE: January 17, 2023

SUBJECT: Approve and authorize fixed asset purchase of a new 2022 Polaris snowmobile for the Sheriff's OHV/OSV program; not to exceed \$17,500.00; and authorize supplemental budget transfer of \$292.00 from Out of County Travel Department Acct. # 527500 - in to Patrol Equipment Department Acct. # 545700 to cover the over budget costs of snowmobile purchase; discussion and possible action.
Four/Fifths required roll call vote

Recommendation

Approve and authorize fixed asset purchase of a new 2022 Polaris snowmobile for the Sheriff's OHV/OSV program; not to exceed \$17,500.00; and authorize supplemental budget transfer of \$292.00 from Out of County Travel Department Acct. # 527500 - in to Patrol Equipment Department Acct. # 545700 to cover the over budget costs of snowmobile purchase.

Background and Discussion

The Sheriff's Office obtained three bids for the purchase of a new snowmobile. The local vendor, Gott Powersports, submitted the lowest bid. The Sheriff's Office respectfully requests authorization to purchase a new 2022 Polaris snowmobile from Gott Powersports.

The current amount budgeted for Patrol Equipment is \$17,208.00 and a fixed asset transfer is needed in the amount of \$292.00 to make sure to cover all costs associated with the purchase.

The Sheriff's FY 22/23 OHV budget (dept 70384) includes the funds to purchase OHV patrol equipment. The snowmobile is not being purchased out of the County General Fund.

Action:

Approve budget transfer to fixed asset account for Patrol Equipment in the amount of \$292.00 to cover the cost of snowmobile purchase.

Authorize the Sheriff's Office to purchase a new 2022 Polaris snowmobile for the Sheriff's OHV/OSV program in the amount not to exceed \$17,500.00.

Attachments:

1. Fixed Asset Budget Transfer
2. Gott Powersports - Snowmobile

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: OHV - SHERIFF

Dept. No: 70384

Date 1/4/2023

(Auditor's Use Only)

The reason for this request is (check one):

Approval Required

The reason for this request is (check one):

- A. Transfer to/from Contingencies OR between Departments
- B. Supplemental Budgets (including budget reductions)
- C. Transfers to/from or new Fixed Asset, within a 51XXX
- D. Transfer within Department, except fixed assets
- E. Establish any new account except fixed assets

TRANSFER FROM OR

SUPPLEMENTAL REVENUE ACCOUNTS

TRANSFER FROM OR SUPPLEMENTAL
(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF
SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

TRANSFER TO OR

SUPPLEMENTAL EXPENDITURE ACCOUNTS

TRANSFER TO OR SUPPLEMENTAL EXPENDITURE
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL NEW UNBUDGETED EXPENSE)

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) TRANSFER TO COVER SHORTAGE IN ACCOUNT

B) EXPENSES LESS THAN ANTICIPATED

C) EXPENSES TO BE INCURRED THIS FISCAL YEAR

D) N/A

Approved by Department Signing Authority: Ron Dowdy

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

Gott Powersports
 123 Crescent Street, Hwy 70
 Quincy CA 95971
 530-283-2136

PCSO-Snow

Buyer's Order

Date
 Order No. 4002935
 Salesman

Plumas County Sheriff's Office
 Quincy CA 95971

H W 781-3185 MATT C 1-530-249-2272 Tom

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2022	Polaris	S22EGD8RS	SN1EGD8R4NC812366	2366	\$15,799.00

Options:

Manufacturer Retail Price	\$15,799.00
	\$0.00
Dealer Unit Price	\$15,799.00
Factory Options	\$0.00
Added Accessories	\$0.00
Freight	\$300.00
Dealer Prep / Rigging Fee	\$0.00
Prepaid Maintenance	\$0.00
Title Fees	\$0.00
Registration Fees	\$0.00
GAP	\$0.00
Theft Protection	\$0.00
Tire & Wheel	\$0.00
Service Contracts	\$0.00
Property/Liability	\$0.00
Fiberglass Protection	\$0.00
UCC	\$0.00
Tire Fee	\$0.00
Gift Certificates	\$0.00
Gel Coat/Vinyl Protection	\$0.00
Paint & Fabric Protection	\$0.00
Customer Rebates	\$0.00

Cash Price	\$16,099.00
Trade Allowance	\$0.00
Payoff	\$0.00

Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$16,099.00
Sales Tax	\$1,167.18
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$0.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00

Total Other Charges	\$1,167.18
Sub Total (Net Sale + Other Charges)	\$17,266.18
Cash Down Payment	\$0.00
Amount to Pay/Finance	\$17,266.18

Monthly Payment of \$0.00 For 0 Months at 0.00% Interest

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Customer Signature _____

Dealer Signature _____

Thank You for Your Business!



**PLUMAS COUNTY
AUDITOR-CONTROLLER
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Martee Nieman (Graham), Acting Auditor

MEETING DATE: January 17, 2023

SUBJECT: Approve and authorize the Chair to ratify and sign an Agreement between Plumas County and Rodney Craig Goodman Jr., for consulting and training services of the Auditor-Controllers Office; effective January 1, 2023 - December 31, 2023; not to exceed \$130,000.00; approved as to form by County Counsel; discussion and possible action.

Recommendation

Approve and authorize the Chair to ratify and sign an Agreement between Plumas County and Rodney Craig Goodman Jr., for consulting and training services of the Auditor-Controllers Office; effective January 1, 2023 - December 31, 2023; not to exceed \$130,000.00

Background and Discussion

Plumas County Auditor Controller Martee Graham entered into agreement with Rodney Craig Goodman Jr., June 20, 2022, through December 31, 2022 for scope of work in Exhibit A. Auditor Controller is requesting to continue the services agreement with Rodney Criag Goodman Jr., to June 30, 2023. Additionally, in the Exhibit B fee schedule, add " Hotel costs to be reimbursed by the County of Plumas."

Action:

Approve and authorize the Chair to ratify and sign an Agreement between Plumas County and Rodney Craig Goodman Jr., for consulting and training services of the Auditor-Controllers Office; effective January 1, 2023 - December 31, 2023; not to exceed \$130,000.00

Attachments:

1. Rodney Craig Goodman 2023

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Auditor** (hereinafter referred to as "County"), and **Rodney Craig Goodman**, an individual (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto .
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One Hundred Thirty Thousand and No/100 Dollars (**\$130,000.00**).
3. Term. The term of this agreement shall be from **January 1, 2023, through December 31, 2023**, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from **January 1, 2023**, to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
- iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
- v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for

Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Statement of Occupation. Contractor represents and warrants that Contractor is engaged in a profession described by California Labor Code section 2783 as an accountant. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Martee H. Graham, Auditor/Controller
County of Plumas
520 Main Street, Room 205
Quincy, CA 95971
Attention: Martee H. Graham

Contractor:

Rodney Craig Goodman Jr., CPA
8830 Elk Grove Blvd.
Elk Grove, CA 95624

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the

County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

Rodney Craig Goodman Jr., an individual

By: _____
Name: Rodney Craig Goodman, Jr.
Date signed:

COUNTY:

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

By: _____
Name: Dwight Ceresola
Title: Chair: Board of Supervisors
Date signed:

By: _____
Name: Heidi White
Title: Clerk of the Board
Date signed:

Approved as to form:


Sara James
Deputy County Counsel II

1/11/2023

COUNTY INITIALS _____

- 7 -

CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

- **Assist the Auditor-Controller's Office in creating and maintaining a year-end closing process.**
- **Assist the Auditor-Controller's Office in providing year-end training to departments that will facilitate the year-end data collection and verification process.**
- **Assist the Auditor-Controller's Office to identify, compile, and record all closing entries while maximizing the use of the County of Plumas' accounting system data for the preparation of full disclosure financial statements for FY 2021-2022 in compliance with generally accepted accounting principles.**
- **Provide general training to staff of the Auditor-Controller's Office on year-end closing, reporting and other processes.**
- **Assist the Auditor- Controller's Office with 2022 Audit with Smith and Newell**
- **Assist the Auditor- Controller's Office with GASB and OBEP reporting.**
- **Other professional services as mutually agreed upon between Contractor and County.**

EXHIBIT B

Fee Schedule

Total compensation under this Agreement shall not exceed One Hundred Thirty Thousand and No/100 Dollars (\$130,000.00), which is inclusive of all costs and expenses.

Contractor shall charge \$250 per hour for services provided under this Agreement. The County will not reimburse contractor for expenses, other than hotel costs, unless expressly authorized by County in writing prior to the occurrence of such expense.

Contractor shall submit an invoice to County on a monthly basis. County shall reimburse Contractor within fifteen (15) days of receipt of undisputed invoice.

Hotel costs to be reimbursed by County of Plumas shall not exceed \$3,000.00.



**PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Nancy Selvage, Director of Human Resources

MEETING DATE: January 17, 2023

SUBJECT: Adopt a **RESOLUTION** to approve employee offers of affordable Health Insurance required under the Patient Protection and Affordable Care Act (ACA); discussion and possible action. Roll call vote

Recommendation

This recommendation is to offer affordable Health Insurance, following the Patient Protection and Affordable Care Act (ACA) requirements. Offers are due in January 2023, to our employees for affordable offers. All other bargaining units other than Operating Engineers Local #3 (OE3) General and Mid-Management units, have accepted the new 85%/15% employer premium split. To maintain ACA compliant with the affordability standard, we propose all offers to the low wage earners shall be entitled to the new 85%/15% split premium rates. Based on current OE3 premiums and MOU calculations for employee contributions, the hourly threshold is \$32.08 an hour. Therefore, the 85%/15% split is considered affordable, meeting ACA requirements.

Background and Discussion

Plumas County uses the "ACA safe harbor employee's rate of pay" for the affordability threshold percentage. The formula for determining the affordable offer based on employees' rate of pay is: hourly rate x 130 x 9.12% = affordable rate threshold for single health insurance plans.

Example:

(Hourly rate) \$32.08 x (130- average monthly work hours considered full time (.75 FTE- IRS ACA regulation)= \$4,170.40 x *9.12% = \$380.34

Therefore, \$380.34 is considered an affordable single health insurance premium offer at the current OE3 premium rates for both Mid-Management and General units.

*The IRS announced the 2023 health plan affordability threshold used to determine employers' lowest premium health plan to meet the ACA's affordability requirement is 9.12%.

Since January 2015, Plumas County has provided affordable offers to employees for health insurance. Regulations from the Patient Protection and Affordable Care Act (ACA) require applicable large employers (ALE) to offer health insurance coverage for full-time (30 hours/week or more) employees and their dependents. These regulations also require that the premiums for single (self-only) coverage must meet affordability. As ALE, we are required to track, document, and report an employee's health insurance to the Internal Revenue Service (IRS) for annual reporting purposes and to avoid ACA penalties. Operating Engineers ,Local #3 health insurance premiums for the affordable threshold for 2023 is currently \$32.08 an hour. In other words, \$32.08 is the hourly rate of pay threshold under the ACA formula for calculating self-only affordability.

Working with the Board of Supervisors by providing cost analysis and health insurance expenses, the recommendation for the 85%/15% split for employer contributions was established for Plumas County in November 2022. OE3 's General and Mid-Management units did not pass the side letter that was offered for the new health insurance 85%/15% split.

By changing the employer contribution rates to 85%, the County will no longer need to make low wage earner offers based on the Patient & Protection Affordable Care Act (ACA) regulations. Based on the threshold for calculating these offers, the highest hourly rate to qualify is way below the minimum wage. By making an increased contribution to employees' health insurance premiums, the County will be providing our employees with affordable health insurance coverage under the ACA rules, therefore avoiding the expensive penalties that could be imposed by the IRS.

By adopting the attached Resolution for the offers of affordable health insurance, employees whose hourly wage is \$32.08 or less will be eligible for the new health insurance rates at the 85%115% split effective January 2023, for General and Mid-Management L WE offers.

Action:

It is my recommendation that the Board of Supervisors approve the attached Resolution for employee offers of affordable health insurance, required under the Patient Protection and Affordable Care (ACT) for 2023.

Attachments:

1. Resolution (ACA)
2. Exhibit A
3. Exhibit B

**RESOLUTION TO APPROVE FOR EMPLOYEE OFFERS OF AFFORDABLE
HEALTH INSURANCE REQUIRED UNDER THE PATIENT PROTECTION AND
AFFORDABLE CARE ACT (ACA)**

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Fiscal Year 2022/2023 Job Classification Plan covering all positions in the County service; and

WHEREAS, the need to offer employees affordable Health Insurance, following the Patient Protection and Affordable Care Act (ACA) requirements. Offers are due in January of each year, to our employees for affordable offers; and

WHEREAS, all other bargaining units, other than Operating Engineers Local #3 (OE3) General and Mid-Management units, have accepted the new 2023 85%/15% employer premium split; and

WHEREAS, based on current OE3 premiums and MOU calculations for employee contributions, the hourly threshold is \$32.08 an hour. Therefore, the 85%/15% split is considered affordable meeting ACA requirements; and

NOW, THEREFORE BE IT RESOLVED by the Plumas County Board of Supervisors as follows:

To maintain ACA compliant with the affordability standard, we propose all offers to the low wage earners, \$32.08 hourly rate or lower, shall be entitled to the new 85%/15% split health insurance premium rates, as outlined in Exhibit A.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 17th day of January 2023 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chair, Board of Supervisors

OE3 GENERAL UNIT

EXHIBIT A

OE3 GENERAL UNIT

OE3 GENERAL UNIT

OE3 GENERAL UNIT

OE3 MID-MANAGEMENT & SUPERVISORS UNIT

EXHIBIT A

OE3 MID-MANAGEMENT & SUPERVISORS UNIT

OE3 MID-MANAGEMENT & SUPERVISORS UNIT



Covered California
PO BOX 989725
West Sacramento, CA 95798-9725

Exhibit B



Plumas County
ATTN: Human Resources
270 County Hospital Rd Ste 207
Quincy, CA 95971-9174
34912

COVERED
CALIFORNIA

Important Information about Your Employee's Health Insurance Coverage through Covered California

Sep 12, 2018

Dear Human Resources Manager:

You are getting this notice because your employee(s) on the attached list below, was determined eligible for advanced premium tax credit (APTC) for purchasing and enrolling in a qualified health plan (QHP) through Covered California.

Applicable Large Employers (ALE) (e.g., employers with at least 50 full-time or full-time-equivalent employees) are subject to the Affordable Care Act's (ACA) Employer Shared Responsibility (ESR) provisions under section 4980H of the Internal Revenue Code (26 USC § 4980H). Under these provisions, an ALE is required to offer health coverage to its full-time employees, defined as those who average 130 or more hours of service per month, and their dependent children to avoid a penalty assessment by the Internal Revenue Service (IRS). The health coverage offered must meet the ACA's affordability and minimum value standards.

ALEs may be subject to an ESR penalty if at least one of its full-time employees receives APTC for purchasing their health coverage through Covered California.

If Plumas County is an ALE, and the employee(s) on the attached list is determined to be a full-time employee under the ACA AND was not offered an opportunity to enroll in employer-sponsored health coverage, or if the health coverage offered did not meet the ACA's affordability and minimum value standards for any month during 2018, the IRS may determine that you are subject to an ESR penalty.

Received

To learn more about the ACA's Employer Shared Responsibility provisions, please visit SEP 27 2018
<https://www.irs.gov/affordable-care-act/employers/employer-shared-responsibility-provisions>.

For more information about the ACA's affordability and minimum value standards, please visit <https://www.irs.gov/affordable-care-act/employers/minimum-value-and-affordability>.

If you have IRS penalty questions, please contact the IRS toll-free at **1-800-829-4933**, Option 5, Monday – Friday, 7 a.m. – 7 p.m. local time.

Important: This may be the **ONLY** notification that Plumas County will receive from Covered California to inform you that you may be subject to an ESR penalty. **Only the IRS** can determine whether Plumas County will actually owe an ESR penalty and collect the penalty.

Remember: Discrimination against an employee who has been determined eligible for APTC and enrolled in a QHP through Covered California is prohibited under the ACA. Any employees who are retaliated against by their employer may file a complaint with the Occupational Safety and Health Administration of the United States Department of Labor (OSHA), as specified in 29 USC Section 218c and 29 CFR Sections 1984.102 and 1984.103.

What are your rights?

If you believe there has been a mistake regarding your employee's eligibility for APTC because he/she was offered an opportunity to enroll in employer-sponsored health coverage that met the ACA's affordability and minimum value standards, you have the right to file an appeal with the U.S. Department of Health and Human Services (HHS) within 90 days from the date of this notice. If you file an appeal, HHS will consider evidence provided by both you and your employee to determine if the employee is eligible for APTC.

However, filing an appeal will not necessarily affect your liability to make an ESR payment to the IRS. **Only the IRS can determine whether you are subject to a penalty.**

For more information about the employer appeal process, visit: www.healthcare.gov/marketplace-appeals/employer-appeals/

To download the employer appeal request form, visit: <https://www.healthcare.gov/downloads/marketplace-employer-appeal-form.pdf>.

You can mail the completed form to:

Health Insurance Marketplace
Attn: Appeals
465 Industrial Blvd.
London, KY 40750-0061

RESOLUTION NO. 21-8609

A RESOLUTION RATIFYING THE PLUMAS COUNTY HEALTH OFFICER'S
DECLARATION OF LOCAL HEALTH EMERGENCY

BECKWOURTH COMPLEX FIRE, DIXIE FIRE AND FLY FIRE

WHEREAS, Health and Safety Code section 101080 authorizes a local health officer to declare a local health emergency in the jurisdiction, or any part thereof: when the local health officer reasonably determines that there is an imminent and proximate threat of the introduction into the jurisdiction, or any part, thereof of any contagious, infectious, or communicable disease, chemical agent, non-communicable biologic agent, toxin, or radioactive agent; and,

WHEREAS, on July 26, 2021, Plumas County's Health Officer, Mark Satterfield, MD, declared a local health emergency based on an imminent and proximate threat to public health due to hazardous waste in the form of contaminated debris from hazardous waste/materials and structural debris from the Beckwourth Complex Fire, the Dixie Fire and the Fly Fire (which has now merged with the Dixie Fire), such declaration being attached hereto and incorporated herein; and

WHEREAS, under Health and Safety Code section 101080, a local health officer's declaration of a local health emergency must be ratified by the Board of Supervisors within seven (7) days in order to remain in effect; and

WHEREAS, Health and Safety Code section 101080 generally requires the Board of Supervisors to review the need for continuing the local health emergency at least every 30 days until the local health emergency is terminated; and

WHEREAS, Health and Safety Code section 101080 requires local jurisdictions to terminate the emergency at the earliest possible date that conditions warrant termination; and

NOW THEREFORE, BE IT RESOLVED, that the Plumas County Board of Supervisors hereby, and pursuant to Health and Safety Code section 101080, ratifies the declaration of a local health emergency declared by the local health officer on July 23, 2021.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the special meeting of the Board of Supervisors on July 27, 2021 by the following vote:

AYES: Supervisor (S) Ceresola, Goss, Thrall, Hagwood, and Engel

NOES: None

ABSENT: None



Chair, Board of Supervisors

ATTEST:



Clerk of the Board of Supervisors

DECLARATION NO. 21-

**DECLARATION OF A LOCAL HEALTH EMERGENCY IN THE COUNTY OF PLUMAS
BY PLUMAS COUNTY HEALTH OFFICER
FOR THE BECKWOURTH COMPLEX AND DIXIE AND FLY FIRES**

WHEREAS, The Beckwourth Complex is comprised of the Dotta Fire and the Sugar Fire on the Beckwourth Ranger District of the Plumas National Forest. The Dotta Fire is thought to have been ignited by lightning on June 30, 2021 near Dotta Canyon, and on July 2, 2021, the Sugar Fire is thought to have been ignited by lightning west of Sugarloaf Peak; and

WHEREAS, the Plumas National Forest failed to control the fires and on July 4, 2021, the California Incident Management Team 4 (CAIIMT4) took over command and control of the fires and combined them to be called the Beckwourth Complex Fire; and

WHEREAS, Plumas County Proclaimed a Local State of Emergency on July 8, 2021 related to the significant impacts of the Beckwourth Complex Fire; and

WHEREAS, on July 13, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8601; and

WHEREAS, on July 16, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Beckwourth Complex Fire because the wildfire had destroyed homes, caused the evacuation of residents, and damaged critical infrastructure; and

WHEREAS, the Dixie Fire started in the Feather River Canyon near the Cresta Powerhouse on July 13, 2021. The cause of the fire is currently unknown and under investigation; and

WHEREAS, the Dixie Fire is over 190,000 with 21% containment and continues to threaten life and property, creating conditions of extreme peril and triggering evacuations of thousands of people; and

WHEREAS, Plumas County Proclaimed a Local State of Emergency on July 16, 2021 related to the significant impacts of the Dixie Fire; and

WHEREAS, on July 20, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8605; and

WHEREAS, the Fly Fire started in the Butterfly Valley area on July 22, 2021. The cause of the Fire is currently unknown and is under investigation; and

WHEREAS, the Fly Fire was 4,300 acres as of July 24, 2021 with 5% containment and has threatened life and property, creating conditions of extreme peril and triggering evacuations of thousands of people. The Fly Fire merged with the Dixie Fire on the night of July 24, 2021; and

WHEREAS, on July 23, 2021 Plumas County Proclaimed a Local State of Emergency related to the significant impacts of the Fly Fire; and

WHEREAS, on July 23, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Dixie and Fly Fires because the fires have destroyed homes, caused evacuation of residents, and damaged critical infrastructure; and

WHEREAS, as of July 26, 2021, the Beckwourth Complex Fire has destroyed 16 structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

WHEREAS, as of July 26, 2021, the Dixie Fire has destroyed 16 structures and 6 other minor structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

WHEREAS, the debris resulting from the Beckwourth Complex Fire, and the Dixie and Fly Fires contain hazardous material in the ash of burned structures, which has created a health emergency and poses a substantial present and future hazard to human health and safety and the environment unless it is addressed and managed; and

WHEREAS, there is an imminent and proximate threat of exposure to partially respirable-size particulate matter, possible infection or communicable disease exposure to biological agents due to combustion of animal carcasses, possible accumulation of perishable foods and other organic materials that normally require refrigeration but have been left to spoil due to lack of electricity, potential contamination or destruction of residential and commercial drinking water supplies, and potential pollution of nearby surface water; and

WHEREAS, the seasonal thunderstorms and inclement weather could spread the hazardous material in the ash of the burned structure and could thereby pollute and contaminate surface water and the domestic water supplies of the affected areas of Plumas County; and

WHEREAS, California Health and Safety Code section 101075 confers upon the local Health Officer emergency powers necessary to protect public health and safety; and

WHEREAS, California Health and Safety Code section 101080 authorizes the local Health Officer to declare the existence of a local health emergency when this County or any area of the county is affected or likely to be affected by a public health threat while the Board of Supervisors is not in session, subject to ratification by the Board of Supervisors within seven (7) days, and subject to reaffirmation every thirty (30) days thereafter until such local health emergency has ceased; and

WHEREAS, the Health Officer hereby finds that:

- (a) The Beckwourth Complex Fire, Dixie Fire and Fly Fire have created certain hazardous waste conditions in Plumas County in the form of contaminated debris from household hazardous waste/materials and structural debris resulting from the destruction of residences and structure; and
- (b) The hazardous waste debris poses a substantial present or potential hazard to human health and the environment unless immediately addressed and managed; and
- (c) There is an imminent and proximate threat of infections or communicable disease and/or non-communicable agents due to fire related debris; and

(d) The Board of Supervisors of the County of Plumas is not in session and cannot immediately be called into session; and

These threats to public health necessitate the declaration of a local health emergency.

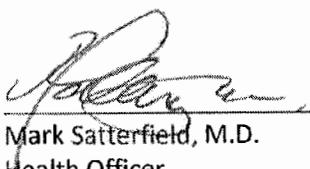
NOW, THEREFORE, IT IS DECLARED that a local health emergency exists in the County of Plumas, due to hazardous waste in the form of contaminated debris from the hazardous waste/material and structural debris from the ongoing Beckwourth Complex Fire, Dixie Fire and Fly Fire; and

NOW, THEREFORE, IT IS FURTHER DECLARED AND ORDERED that during the existence of the local health emergency the power, functions and duties of the Health Officer shall be those prescribed by State law, including the provisions of California Health and Safety Code sections 101040 and 101085; and by ordinances, resolutions and approved plans of the County of Plumas to mitigate the effects of the local emergency.

NOW, THEREFORE, BE IT RESOLVED the Plumas County Health Officer, Mark Satterfield, M.D. declares:

A local health emergency is declared in Plumas County commencing on or about 2:04 Pm
a.m./p.m. of the 26th day of July, 2021.

7/26/21
Date



Mark Satterfield, M.D.
Health Officer
County of Plumas

RESOLUTION NO. 21-3601

**A RESOLUTION RATIFYING THE PROCLAMATION OF A COUNTY-WIDE LOCAL
EMERGENCY DUE TO WILDFIRES SIGNIFICANTLY IMPACTING COMMUNITIES IN
PLUMAS COUNTY**

WHEREAS, Section 4-1.05 of the Plumas County Code empowers the Director of the Office of Emergency Services to proclaim a local emergency when the county is affected or threatened by an event causing great damage, possible loss of life, or other public calamity and the Board of Supervisors is not in session; and,

WHEREAS, on July 8, 2021, the Director of Emergency Services proclaimed a local emergency due to the Beckwourth Complex fire threatening communities in Plumas County; and

WHEREAS, Plumas County has activated the Emergency Operations Center; and these conditions are, or are likely to be beyond the control of the services, personnel, equipment, and facilities of said County of Plumas; and,

WHEREAS, Section 4-1.05 of the Plumas County Code requires the Board of Supervisors to ratify the emergency proclamation within seven (7) days or the proclamation will no longer be in force,

WHEREAS, it has been found that local resources are unable to cope with the effects of said emergency;

NOW THEREFORE, BE IT RESOLVED, that the Plumas County Board of Supervisors hereby ratifies the declaration of a local emergency due to the significant, ongoing and possible undiscovered impacts due to the wildfires in Plumas County.

BE IT FURTHER RESOLVED, the Plumas County Board of Supervisors shall review the need for continuing the local emergency at least every month and shall terminate the emergency as soon as local conditions warrant.

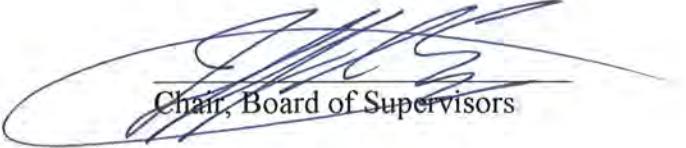
BE IT FURTHER PROCLAIMED AND ORDERED that a copy of this resolution be forwarded to the Director of the California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor of California pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in Plumas County; that the Governor waive regulations that may hinder response and recovery efforts; that response and recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the regular meeting of the Board of Supervisors on July 13, 2021 by the following vote:

AYES: Supervisor Ceresola, Goss, Thrall, Hagwood, and Engel

NOES: None

ABSENT: None



Chair, Board of Supervisors

ATTEST:



Dee Pitman
Clerk of the Board of Supervisors

RESOLUTION NO. 21- **8605**

A RESOLUTION RATIFYING THE PROCLAMATION OF A COUNTY-WIDE LOCAL
EMERGENCY DUE TO THE DIXIE FIRE SIGNIFICANTLY IMPACTING COMMUNITIES
IN PLUMAS COUNTY

WHEREAS, Section 4-1.05 of the Plumas County Code empowers the Director of the Office of Emergency Services to proclaim a local emergency when the county is affected or threatened by an event causing great damage, possible loss of life, or other public calamity and the Board of Supervisors is not in session; and,

WHEREAS, on July 19, 2021, the Director of Emergency Services proclaimed a local emergency due to the Dixie Fire threatening communities in Plumas County; and

WHEREAS, on July 16, 2021 Governor Gavin Newsom declared a state of emergency in Plumas County due to the Beckwourth Complex Fire; and

WHEREAS, Plumas County has activated the Emergency Operations Center; and these conditions are, or are likely to be beyond the control of the services, personnel, equipment, and facilities of said County of Plumas; and

WHEREAS, Section 4-1.05 of the Plumas County Code requires the Board of Supervisors to ratify the emergency proclamation within seven (7) days or the proclamation will no longer be in force,

NOW THEREFORE, BE IT RESOLVED, that the Plumas County Board of Supervisors hereby ratifies the declaration of a local emergency due to the significant, ongoing and possible undiscovered impacts due to the Dixie Fire in Plumas County.

BE IT FURTHER RESOLVED, the Plumas County Board of Supervisors shall review the need for continuing the local emergency at least every month and shall terminate the emergency as soon as local conditions warrant.

BE IT PROCLAIMED AND ORDERED that a copy of this resolution be forwarded to the Director of the California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor of California pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in Plumas County; that the Governor waive regulations that may hinder response and recovery efforts; that response and recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the regular meeting of the Board of Supervisors on July 20, 2021 by the following vote:

AYES: Supervisor (s): Ceresola, Goss, Thrall, Hagwood, Engel

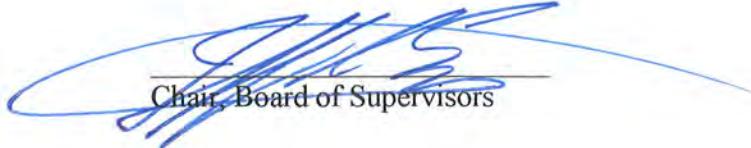
NOES: None

ABSENT: None

ATTEST:



Didi Patman
Clerk of the Board of Supervisors



Chair, Board of Supervisors