



COUNTY of VENTURA
Department of Airports

555 Airport Way, Suite B
Camarillo, CA 93010
Phone: (805) 388-4372
Fax: (805) 388-4366
www.ventura.org/airports

NOTICE IS HEREBY GIVEN
that the Regular Meeting of the Aviation Advisory Commission
will be held on:

Monday **December 6, 2021** **7:00 P.M.**

**DEPARTMENT OF AIRPORTS
ADMINISTRATION OFFICE
CONFERENCE ROOM
555 AIRPORT WAY, SUITE B
CAMARILLO, CA**

IN ACCORDANCE WITH GOVERNMENT CODE SECTION 54953(e)(1)(A) AND IN RESPONSE TO THE DECLARED STATE AND LOCAL EMERGENCIES DUE TO THE NOVEL CORONAVIRUS AND LOCAL HEALTH OFFICER RECOMMENDATION REGARDING SOCIAL DISTANCING, THE AIRPORT ADMINISTRATION CONFERENCE ROOM IS CURRENTLY CLOSED TO THE PUBLIC.

THIS MEETING IS BEING CONDUCTED ELECTRONICALLY. TO FIND OUT HOW YOU MAY ELECTRONICALLY ATTEND THE MEETING AND PROVIDE PUBLIC COMMENT, PLEASE REFER TO THE INSTRUCTIONS BELOW.

1. You may join the meeting via **Zoom**. See last page for detailed instructions about participating in the meeting via Zoom.
2. You may observe the meeting via the **Department of Airports YouTube channel**
https://www.youtube.com/channel/UC4jLWASMGn4wTrEPdT8BOTQ?view_as=subscriber
3. Public Comment Options
 - a. **Email** – You may submit your comment, limited to 250 words or less, via email by 6:30 p.m. on Monday, December 6, 2021 to Airport Staff at AirportInfo@ventura.org. Please indicate in the Subject Line, the Agenda item number (e.g., Item No. 5). When the Commission reaches your item of interest on the agenda, Airport Staff will read your comment during the time for public comments.
 - b. **Zoom** – You may provide verbal comments during the meeting. See last page for detailed instructions about participating in the meeting via Zoom.

AGENDA

1. CALL to ORDER and PLEDGE of ALLEGIANCE
2. ROLL CALL
3. AGENDA REVIEW
4. APPROVAL of MINUTES – November 1, 2021 (Regular Meeting)
November 15, 2021 (Special Meeting)
5. PUBLIC COMMENT PERIOD
6. NEW BUSINESS

A. **Subject:** Approval and Award of a Design Services Contract to Jviation, a Woolpert Company, in the Not-to-Exceed Amount of \$393,775, for the Repackage and Design of Select Elements for the Connector Taxiways A-E Reconstruction at Oxnard Airport; Authorization for the Director of Airports, or Designee, to Execute the Subject Contract

Recommendation:

Approve and award of a design services contract to Jviation, a Woolpert Company, in the not-to-exceed amount of \$393,775, for the repackage and design of select elements for the Connector Taxiways A-E Reconstruction at Oxnard Airport; Authorization for the Director of Airports, or Designee, to execute the subject contract (Exhibit 1).

B. **Subject:** Adoption of Resolution #4 Authorizing Remote Teleconference Meetings of the Aviation Advisory Commission for a 30-Day Period

Recommendation:

Adopt the attached Resolution #4 (Exhibit 1) authorizing remote teleconference meetings of the Aviation Advisory Commission for a 30-day period pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act.

7. DIRECTOR'S REPORT
8. REPORTS

Report items listed below are presented to the Aviation Advisory Commission for information only, at this time. The report items require no action or are not ready for the Commission's consideration. The Commission may refer these items to the Department of Airports for investigation and report back on a future agenda.

Consultant Reports – October 2021
Airport Tenant Project Status – November 2021
Project Status – November 2021

9. CORRESPONDENCE

Correspondence items listed below are presented to the Aviation Advisory Commission for information only, at this time. The correspondence items require no action or are not ready for the Commission's consideration. The Commission may refer these items to the Department of Airports for investigation and report back on a future agenda.

Press Release dated November 12, 2021 re: Ventura County Department of Airports Celebrates Reopening of Runway

Memorandum dated November 17, 2021 from Madeline Herrle to Camarillo Airport Tenants re: Mobile Mechanics - Airplane Repairs

10. COMMISSION COMMENTS – Comments by Commission members on matters deemed appropriate.

11. ADJOURNMENT

The next regular Commission meeting will be on Monday, January 3, 2022 at 7:00 p.m. Location to be determined.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT ANA CASTRO AT (805) 388-4211. NOTIFICATION 48 HOURS PRIOR TO THE MEETING WILL ENABLE THE DEPARTMENT OF AIRPORTS TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING.



Webinar Instructions

Public link to Zoom webinar:

<https://us06web.zoom.us/j/81232887366?pwd=eG15RmhaM2JYSC9oOWkrL3c4eWd3dz09>

Webinar ID: 812 3288 7366
Passcode: 649557
Phone Numbers: 1-669-900-6833
1-253-215-8782

Cell Phone or Computer with Audio (Microphone) Feature: Click on the link above and enter passcode. Enter your name so we may call on you when it is your turn to speak.

The Chairperson will ask if anyone wishes to speak to the item. At that time, raise your hand by clicking the Raise Hand button. Follow the instructions below regarding Speaking.

Computer without Audio (Microphone) Feature: Click on the link above and enter passcode. This will allow you to view and listen to the meeting. In order to speak, follow the instructions below for Telephone.

Telephone: If you do not have access to the internet, you can watch the live broadcast of the meeting on the City of Camarillo Local Government Channels – Spectrum Channel 10 and Frontier Channel 29, or via the Department of Airports YouTube channel. If you are interested in speaking to an item, you can call into one of the phone lines listed above, and when prompted enter the Webinar ID and Passcode shown above. Once in the meeting, you will be listening to the meeting through your phone handset.

The Chairperson will ask if anyone wishes to speak to the item. At that time, raise your hand by dialing *9. Follow the instructions below regarding Speaking.

Speaking

When it is your turn to speak, the Chairperson will call your name or the last 4 digits of your phone number if you are calling from a phone, and you will have 3 minutes to speak. Please ensure that all background noise is muted (TV, radio, etc.). You will be prompted to unmute your microphone/phone. Unmute and begin speaking; start by stating your name.

The timer on the screen will count down your 3 minutes. The timer starts green indicating you have 3 minutes; when the time hits 1 minute remaining, the timer will change to yellow; when the 3 minutes have elapsed, the timer will turn red. At that time, your microphone will be muted and we will move onto the next speaker. If you called in on one of the phone lines listed above, you will not be able to see the timer. Instead, you will be prompted when the 3 minutes has begun; when the time hits 1 minute remaining; when the 3 minutes have elapsed.





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AVIATION ADVISORY COMMISSION

MINUTES

November 1, 2021

1. CALL to ORDER and PLEDGE of ALLEGIANCE

Chair, Robert Trimborn, called the meeting to order at 7:02 p.m. and led the pledge of allegiance.

2. ROLL CALL

PRESENT

Robert Trimborn
Maggie Bird
Adriana Van der Graaf
Bobby Williams
Bruce Hamous
Steve Weiss
Steve Tannehill

Excused (E)

Late (L)

ABSENT

James Flickinger
Gary Jacobs (E)
Nanette Metz (E)

AIRPORT STAFF

Dave Nafie, Interim Director
Jamal Ghazaleh, Accounting Manager
John Feldhans, Operations Supervisor
Ana Castro, Program Administrator

3. AGENDA REVIEW

No changes to the agenda.

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4. APPROVAL OF MINUTES – October 4, 2021

Steve Weiss moved to approve the October minutes and Maggie Bird seconded the motion. All Commissioners voted in favor and the motion passed unanimously 7-0.

5. **PUBLIC COMMENT** - Citizens wishing to speak to the Commission on an airport related item must fill out a speaker card and submit it to the secretary. Comments will be limited to a maximum of **three** minutes per item.

Speaker cards for issues NOT on the agenda must be submitted before the end of the public comment period.

Speaker cards for issues listed on the agenda must be presented before the item is up for consideration. Speakers will be called when the item is presented.

Public comment heard.

6. NEW BUSINESS

- A. **Subject: Adoption of Resolution #2 Authorizing Remote Teleconference Meetings of the Aviation Advisory Commission for a 30-Day Period**

Recommendation:

Adopt the attached Resolution #2 (Exhibit 1) authorizing remote teleconference meetings of the Aviation Advisory Commission for a 30-day period pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act.

Interim Director Dave Nafie provided staff's report. Commissioner Steve Weiss stated that the County should approach legislators to address the requirement of Assembly Bill 361 that legislative bodies must vote on a resolution every 30 days. Mr. Weiss does not believe the requirement is reasonable. Commissioner Robert Trimborn confirmed with Mr. Nafie that the current process of voting to continue meeting remotely will be an option until the State of Emergency is rescinded.

Steve Tannehill moved to approve staff's recommendation and Maggie Bird seconded the motion. Steve Weiss abstained. All other Commissioners voted in favor and the motion passed unanimously 6-0.

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7. DIRECTOR'S REPORT

Interim Director Dave Nafie introduced the new airport director Keith Freitas who joins the department on November 8, 2021. Mr. Freitas shared his background and plans for the department. Mr. Nafie provided an update on the Oxnard Airport runway and taxiway reconstruction project. Striping will begin tomorrow and the runway is expected to reopen on November 5, 2021 at 7:00 a.m. Grooving will continue after the runway reopens with intermittent night closures between November 8-17, 2021.

Mr. Nafie shared that the department acquired a building previously owned by the Department of Homeland Security. The building is located in the business park at Camarillo Airport. Mr. Nafie also shared that a noise discussion took place at the Airport Authorities meeting that was held prior to the start of the Commission meeting. Mr. Nafie stated that he looks forward to moving the noise discussion forward.

Report was received and filed.

8. REPORTS

Report items listed below are presented to the Aviation Advisory Commission for information only, at this time. The report items require no action or are not ready for the Commission's consideration. The Commission may refer these items to the Department of Airports for investigation and report back on a future agenda.

Monthly Activity Report – September 2021
Monthly Noise Complaints – September 2021
Consultant Reports – September 2021
Airport Tenant Project Status – October 2021
Project Status – October 2021
Financial Statements First Quarter – FY 2021/2022
Meeting Calendar

Reports were received and filed.

9. CORRESPONDENCE

Correspondence items listed below are presented to the Aviation Advisory Commission for information only, at this time. The correspondence items require no action or are not ready for the Commission's consideration. The

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Commission may refer these items to the Department of Airports for investigation and report back on a future agenda.

Letter dated October 20, 2021 from Dave Nafie to Dave Klotzle, City of Camarillo re: Transfer of Historical Water Use from 500 Eubanks Street to RKR, Inc. (CloudNine Project) located at 111, 113, 115, and 117 Las Posas Rd, Camarillo, CA 93010

Letter dated October 21, 2021 from Madeline Herrle to Chelsey Battaglia, US General Services Administration – Real Property Utilization re: DHS ICE Office Space, 275 Skyway Drive, Camarillo, CA 93010; GSA Control No 9-X-CA-0410-AO

Notice re: Oxnard Airport Runway 7-25 Reconstruction – Runway and Taxiways Reopening on November 5, 2021

Correspondence was received and filed.

10. COMMISSION COMMENTS

Commissioner Steve Tannehill stated that Interim Director Dave Nafie made a noise presentation to the Airport Authorities and Mr. Tannehill would like the Commission to hear the same presentation. Mr. Tannehill requested that the presentation be agendized for a future Commission meeting, ideally next month's meeting, and Commissioner Bobby Williams supported the request.

Commissioner Bobby Williams commented about the high number of noise complaints at Camarillo Airport. Mr. Nafie shared that the department's noise complaint line has been highly advertised so the public may be more aware of how to file a complaint.

Commissioner Adriana Van der Graaf inquired as to whether an Embraer aircraft landed at Camarillo Airport. Mr. Nafie confirmed that an Embraer Lineage is operated by Sun Air at the Camarillo Airport and it will be used for short haul international flights. Mr. Nafie shared that the aircraft will be operating at much lower weights than its maximum certificated weight, and its weight should be well under the airport's 115,000 weight limit.

11. ADJOURNMENT

Adriana Van der Graaf moved to adjourn the meeting and Maggie Bird seconded the motion.

There being no further business, the November 1, 2021 meeting of the Aviation Advisory Commission was adjourned at 7:44 p.m.

DAVE NAFIE, C.M.
Administrative Secretary

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AVIATION ADVISORY COMMISSION

SPECIAL MEETING

MINUTES

November 15, 2021

1. CALL to ORDER and PLEDGE of ALLEGIANCE

Chair, Robert Trimborn, called the meeting to order at 6:01 p.m. and led the pledge of allegiance.

2. ROLL CALL

PRESENT

Robert Trimborn
Maggie Bird
Adriana Van der Graaf
Bobby Williams
Steve Tannehill

Excused (E)

Late (L)

AIRPORT STAFF

Keith Freitas, Airport Director
Dave Nafie, Deputy Director
Ana Castro, Program Administrator

ABSENT

James Flickinger
Gary Jacobs (E)
Nanette Metz
Bruce Hamous
Steve Weiss (E)

3. AGENDA REVIEW

No changes to the agenda.

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4. NEW BUSINESS

A. Subject: Adoption of Resolution #3 Authorizing Remote Teleconference Meetings of the Aviation Advisory Commission for a 30-Day Period

Recommendation:

Adopt the attached Resolution #3 (Exhibit 1) authorizing remote teleconference meetings of the Aviation Advisory Commission for a 30-day period pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act.

Interim Director Dave Nafie provided staff's report.

Maggie Bird moved to approve staff's recommendation and Steve Tannehill seconded the motion. All Commissioners voted in favor and the motion passed unanimously 5-0.

5. ADJOURNMENT

Bobby Williams moved to adjourn the meeting and Maggie Bird seconded the motion.

There being no further business, the November 15, 2021 special meeting of the Aviation Advisory Commission was adjourned at 6:08 p.m.

KEITH FREITAS, A.A.E., C.M.
Administrative Secretary

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December 6, 2021

Aviation Advisory Commission
 Oxnard Airport Authority
 555 Airport Way, Suite B
 Camarillo, CA 93010

Subject: Approval and Award of a Design Services Contract to Jviation, a Woolpert Company, in the Not-to-Exceed Amount of \$393,775, for the Repackage and Design of Select Elements for the Connector Taxiways A-E Reconstruction at Oxnard Airport; Authorization for the Director of Airports, or Designee, to Execute the Subject Contract

Recommendation:

Approve and award of a design services contract to Jviation, a Woolpert Company, in the not-to-exceed amount of \$393,775, for the repackage and design of select elements for the Connector Taxiways A-E Reconstruction at Oxnard Airport; Authorization for the Director of Airports, or Designee, to execute the subject contract (Exhibit 1).

Fiscal/Mandates Impact:

Mandatory: *No*
 Source of funding: *Federal Aviation Administration (90%)*
 Caltrans (4.5%)
 Funding match required: *Airport Enterprise Fund (5.5%)*
 Impact on other departments: *None*

<u>Summary of Revenue and Total Costs</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>
Revenue: FAA (90%)	\$ 354,398	\$ 0
Caltrans (4.5% of FAA)	17,720	0
Direct Costs	<u>393,775</u>	<u>0</u>
Net Costs – Airport Enterprise Fund	<u>\$ 21,657</u>	<u>\$ 0</u>

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Current Fiscal Year Budget Projection:

FY 2021-22 Budget Projection for Airports Capital Projects - Division 5040, Unit 5041				
	Adopted Budget	Adjusted Budget	Projected Budget	Estimated Savings/(Deficit)
Appropriations	\$27,930,872	\$27,930,872	\$27,930,872	\$0
Revenue	25,237,812	25,237,812	25,237,812	0
Net Cost	\$ 2,693,060	\$ 2,693,060	\$ 2,693,060	\$0

Revenue and appropriations are included in the FY 2021-22 Adopted Budget.

The current estimated *total* fiscal impact, including all phases of design and construction, are as follows:

	<u>Original Costs</u>
Engineering & Environ./design:	\$ 423,215
Repackage & Redesign**:	393,775
Construction:	5,128,014
Construction management:	615,362
Project administration:	94,873
Total	<u>\$ 6,655,239</u>
FAA Grant Revenue	\$ 5,989,715
Caltrans Grant Revenue	\$ 100,000
Total Grant Revenue	<u>\$ 6,089,715</u>
Cost to Airport Enterprise Fund	<u>\$ 565,524</u>

***This request only references the repackage and redesign services contract.*

Discussion:

Jviation, a Woolpert Company, was selected through a request for qualifications selection process in December 2020 as the Airports Consultant for a five (5) year term, which complies with the guidelines of the Federal Aviation Administration (FAA) Advisory Circular 150/51000-14D, and in accordance with the Consultant Selection Process adopted by the Board of Supervisors (Board) on November 3, 1998. Although Jviation was selected as the Airport's Consultant for a five (5) term, each contract awarded during that period must be negotiated individually. Those contracts exceeding \$200,000 must be approved and awarded by the Board.

This contract consists of preparing construction plans, contract documents, and technical specifications, along with bidding, for the Reconstruction of Connector Taxiways A - E. The proposed construction for this project was previously bid as

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components of a larger project that were not awarded due to FAA federal funding availability. The taxiway reconstruction project will be re-packaged into one schedule of work.

Select design elements are included in this contract because the previous design and project did not include a phased construction schedule, as the original project would have accomplished the work during a planned full closure of the runway and taxiways. For the rebid of the Reconstruction of Connector Taxiways A - E project, work will be phased to minimize runway and airport closures which will include night work, phased taxiway completion, and other possible phasing requirements which might impact project construction costs. Specifically, work requiring a runway closure will occur only during the evening hours (i.e., between 10pm and 8am) to allow the runway to be open seven days a week. Additionally, onsite construction conditions discovered during the runway reconstruction require some adjustments to the previous design to allow for conditions encountered during the runway reconstruction work to be addressed.

The reconstruction project limits include all the connector taxiways to the edge of the runway from Taxiway F as well as transition work on Taxiway F at all the connector taxiways. The existing asphalt pavement is showing signs of distress and is necessary to improve safety at the airport. Improvements and adjustments to the taxiway edge lighting system, airfield guidance signs, storm sewer system and a new underdrain system will also be included.

The work described in this letter is in line with the County of Ventura Strategic Plan, Focus Area 3, Strategic Goals 2 and 3 (Location Map, Exhibit 2). On June 16, 2020, the Board found this project to be categorically exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15302(b).

The project was included in the FY 2021/22 capital budget for the Airport Enterprise Fund which was adopted by the Board on June 21, 2021. Due to ongoing negotiations with the FAA regarding final project scope and the short timeframe to finalize design and bid the project to be able to receive a grant, contract approval is being requested in a not to exceed amount to allow for flexibility in the final contract amount. The project was also included in the current Capital Improvement Program that was previously approved by the Aviation Advisory Commission and the Oxnard Airport Authority and adopted by the Board.

If you have any questions regarding this item, please call Erin Powers at (805) 388-4205, or me at (805) 388-4200.



KEITH FREITAS, A.A.E., C.A.E.
Director of Airports

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AAC/OAA
Approve and Award of Design Services Contract
to Jviation, a Woolpert Company
December 6, 2021
Page 4

Attachments:

Exhibit 1 – Contract
Exhibit 2 – Location Map

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**CONSULTING SERVICES CONTRACT
AEA No. 22-05**

**Oxnard Airport – REPACKAGE AND CONSTRUCTION PHASING DESIGN FOR THE
RECONSTRUCTION OF TAXIWAY CONNECTORS A-E**

This is a Contract, made and entered into this December ____, 2021, by and between the County of Ventura, hereinafter referred to as COUNTY, and Aviation, a Woolpert Company, 720 South Colorado Boulevard, Ste. 1200-S Glendale, CO 80246, hereinafter referred to as CONSULTANT.

This Contract shall be administered for the COUNTY by the COUNTY's Department of Airports. Claims, disputes, or complaints to the COUNTY under this contract must be addressed to the Projects Coordinator located at 555 Airport Way, Suite B, Ventura, CA 93010 by certified mail return receipt requested. This Contract constitutes the entire agreement between the parties regarding its subject matter and supersedes all previous and contemporaneous agreements, understandings and negotiations regarding the subject matter of this Contract. No modification, waiver, amendment or discharge of this Contract is valid unless the same is in writing and signed by duly authorized representatives of both parties.

The parties hereto agree as follows:

1. COUNTY hereby retains CONSULTANT to perform services as provided in the "Scope of Work and Services", attached hereto as "Exhibit A", and the "County of Ventura, Public Works Agency, Consultant's Guide to Ventura County Procedures" as amended, which is on file with the County of Ventura, Public Works Agency, and which by reference is made a part hereof. This Contract shall take precedence over the Guide in case of conflicting provisions, otherwise they shall be interpreted together.
2. All work under this Contract, and any portion thereof separately identified, shall be completed within the time provided in the "Time Schedule", attached hereto as "Exhibit B". COUNTY shall issue a suspension of the contract time whenever CONSULTANT is delayed by action or inaction of COUNTY and CONSULTANT promptly notifies COUNTY of such delays.
3. Payment shall be made monthly, within 30 days from when the COUNTY receives an invoice along with a COUNTY claim form, or 10 days from when the Auditor-Controller's office receives the invoice and COUNTY claim form, in accordance with the "Fees and Payment", attached hereto as "Exhibit C".
4. COUNTY, Federal Aviation Administration (FAA), Comptroller General of the United States or any duly authorized representative shall have the right to review the work

EXHIBIT 1

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being performed by CONSULTANT under this Contract at any time during COUNTY's usual working hours. A review of the work in progress shall not relieve the CONSULTANT of responsibility for the accuracy and completeness of the work performed under this Contract.

5. COUNTY or any duly authorized representative shall have the right to review the work being performed by CONSULTANT under this Contract at any time during COUNTY's usual working hours. A review of the work in progress shall not relieve the CONSULTANT of responsibility for the accuracy and completeness of the work performed under this Contract.
6. This Contract is for the professional services of CONSULTANT and is non-assignable by CONSULTANT without prior consent by COUNTY in writing except that CONSULTANT may assign money due or which will accrue to CONSULTANT under this Contract. If given written notice, COUNTY will recognize such assignment to the extent permitted by law, but any assignment of money shall be subject to all proper setoffs and withholdings in favor of the COUNTY and to all deductions provided for in this Contract. All money withheld, whether assigned or not, shall be subject to being used by COUNTY for completion of the work, should the Contract be in default. Such professional services shall be actually performed by, or shall be immediately supervised by a Vice President of CONSULTANT.

In performing these professional services, CONSULTANT is an independent contractor and is not acting as an agent or employee of COUNTY.

7. COUNTY retains the right to terminate this Contract for any reason prior to completion by notifying CONSULTANT in writing, and by paying charges accumulated prior to such termination. Such charges shall be limited to the maximum fee specified in "Exhibit C" for completion of any separately identified phase of the work which, at the time of termination, has been started by request of COUNTY.
8. On completion or termination of Contract, COUNTY shall be entitled to immediate possession of, and CONSULTANT shall furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by CONSULTANT for this particular project prior to any termination. No documents prepared pursuant to this Contract or any modifications thereof shall be copyrighted by CONSULTANT or by COUNTY. CONSULTANT may retain copies of said original documents for CONSULTANT's files.
9. CONSULTANT is authorized to place the following statement on the drawings or specifications prepared pursuant to this Contract:

"This drawing (or These specifications), including the designs incorporated herein, is (are) an instrument of professional service prepared for use in connection with

the project identified hereon under the conditions existing on date. Any use, in whole or in part, for any other project without written authorization of MEAD & HUNT, INC., shall be at user's sole risk."

10. CONSULTANT owes COUNTY an undivided duty of loyalty in performing the services under this contract. During the term of this agreement CONSULTANT shall not employ or compensate personnel currently employed by COUNTY.

CONSULTANT shall promptly inform COUNTY of any contract, arrangement, or interest that CONSULTANT may enter into or have (other than this Contract) related to the COUNTY's subject project. This includes contracts and arrangements with manufacturers, suppliers, contractors or other third parties which possess or seek to obtain a financial interest related to the COUNTY's subject project.. In performing services under this Contract, CONSULTANT acknowledges that it may be subject to laws addressing financial conflicts of interest such as the Political Reform Act ("Act"), Government Code section 81000 et seq.

CONSULTANT shall comply with financial disclosure requirements under the Act as directed by COUNTY, and shall not engage in activities that may constitute a conflict of interest under applicable law.

11. This Contract is funded in part by a Federal Aviation Administration (FAA), Airport Improvement Program (AIP) grant. Personnel performing services in the field during construction are required in accordance with Section 1770 et. seq. of the California Labor Code and the Code of Federal Regulations (Davis-Bacon Act) to be paid the higher of determinations of the general prevailing wages for various classes of workers in Ventura County as made by the California Director of Industrial Relations or the U.S. Secretary of Labor.
12. CONSULTANT shall defend, indemnify and hold harmless COUNTY, including the COUNTY's boards, agencies, departments, officers, employees and agents (collectively "Indemnitee"), against any and all claims, lawsuits, judgments, debts, demands or liabilities that arise out of, pertain to, or relate to the CONSULTANT's negligence, recklessness or willful misconduct in the performance of this Contract.
13. Insurance Requirements
 - a. Without limiting CONSULTANT's duty to indemnify and defend COUNTY as required herein, CONSULTANT shall, at CONSULTANT'S sole cost and expense and throughout the term of this Contract and any extensions thereof, carry one or more insurance policies that provide the following minimum coverage:
 - 1) Commercial General Liability insurance shall provide a minimum of \$1,000,000 coverage for each occurrence and \$2,000,000 aggregate coverage.

- 2) Automobile Liability insurance shall provide a minimum of either a combined single limit of \$300,000 for each accident or all of the following: \$100,000 bodily injury per person, \$300,000 bodily injury per accident and \$50,000 property damage
- 3) Worker's Compensation insurance in full compliance with California law for all employees of CONSULTANT in the minimum amount of \$500,000.
- 4) Professional Liability (Errors and Omissions) insurance shall provide a minimum of \$1,000,000 coverage for each occurrence or \$2,000,000 in annual aggregate coverage.

b. CONSULTANT shall notify COUNTY immediately if the CONSULTANT'S general aggregate of insurance is exceeded by valid litigated claims and purchase additional levels of insurance to maintain the above stated requirements. Each type of insurance mentioned herein shall be written by a financially responsible company or companies authorized to do business in the State of California. CONSULTANT agrees to provide COUNTY with copies of certificates of all policies written and each shall contain an endorsement that they are not subject to cancellation without 30 days prior written notice being given to COUNTY by the insurance company or companies writing such insurance. CONSULTANT agrees to name County of Ventura and its officials employees and agents as additional insured ("Additional Insureds") on CONSULTANT'S general and automobile liability insurance policies.

All required insurance shall be primary coverage as respects the Additional Insureds, and any insurance or self insurance maintained by the Additional Insureds shall be in excess of CONSULTANT'S insurance coverage and shall not contribute to it. CONSULTANT agrees to waive all rights of subrogation against the Additional Insureds for losses arising directly or indirectly from the activities or work performed by CONSULTANT hereunder.

c. Notwithstanding subparagraph 13.a., if the Professional Liability coverage is "claims made", CONSULTANT must, for a period of five (5) years after the date when Contract is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services or purchase an extended reporting period endorsement (tail coverage). COUNTY may withhold final payments due until satisfactory evidence of the tail coverage is provided by CONSULTANT to COUNTY,

14. CONSULTANT shall sign and comply with the statement as set forth in "Exhibit D" hereto. Where the word Contractor is used in "Exhibit D" it shall mean "CONSULTANT".

15. Disputes arising under or related to the performance of the Contract shall be resolved by arbitration unless the COUNTY and the CONSULTANT agree in writing, after the dispute has arisen, to waive arbitration and to have the claim or dispute litigated in a court of competent jurisdiction. Arbitration shall be pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2 of the Public Contract Code and implementing regulations at Chapter 4 (commencing with Section 1300) of Division 2 of Title 1 of the California Code of Regulations.

The arbitration decision shall be decided under and in accordance with California law, supported by substantial evidence and, in writing, contain the basis for the decision, findings of fact, and conclusions of law.

Arbitration shall be initiated by a Complaint in Arbitration made in compliance with the requirements of section 1300 et seq. of Title 1 of the California Code of Regulations.

Where an election is made by either party to use the Simplified Claims Procedure provided under Sections 1340 – 1346 of Title 1 of the California Code of Regulations, the parties may mutually agree to waive representation by Counsel.

Prior to filing a Complaint in Arbitration, the CONSULTANT shall exhaust his administrative remedies by attempting to resolve his dispute with COUNTY's staff in the following sequence:

Project Coordinator
Director of Airports (Director)

CONSULTANT shall initiate the administrative review process no later than thirty (30) days after the dispute has arisen by submitting a written statement describing the dispute and request for relief, along with supporting argument and evidence, to the Project Coordinator. CONSULTANT may appeal the Project Coordinator's decision in writing to the Director not later than seven (7) days after receipt of the Project Coordinator's decision. The Project Coordinator's and Director's decision shall be in writing. The Director's decision shall be the final decision.

CONSULTANT: Aviation, a Woolpert Co. Taxpayer No.: _____

Dated: _____

Print Name and Title

Dated: _____

Print Name and Title

COUNTY: County of Ventura

Dated: _____

Keith Freitas, Director of Airports

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EXHIBIT A

Scope of Services

**Repackage And Construction Phasing Design and Bidding For
The Reconstruction Of Taxiway Connectors A-E At Oxnard Airport**

PROJECT BACKGROUND

This Scope of Services consists of preparing Construction Plans, Contract Documents, and Technical Specifications, along with Bidding, for the Reconstruction of Connector Taxiways A - E Project. The proposed construction for this project was previously bid as components of a larger project that were not awarded due to funding. The taxiway reconstruction project will be re-packaged into one schedule of work. This scope of work is for the consulting services provided by the Consultant for the County. The design of the Taxiway F Reconstruction is not included with this project and services will be completed under a future scope of work. See Exhibit No. 1 below for the project location.

The as-bid construction cost for the reconstruction of connector Taxiways A, B, C, D & E under AIP Project No. 3-06-0179-038-2020 ranged from \$2,970,589 to \$4,661,445. It should be noted that bid prices shown above do not include any phased construction schedule, as the original project would have accomplished the work during a planned full closure of the runway and taxiways. For the rebid of the Reconstruction of Connector Taxiways A - E project, work will be phased to minimize runway and airport closures which will include night work, phased taxiway completion, and other possible phasing requirements which might impact project construction costs. The as-bid construction budgets shown above do not include administrative, legal, or professional fees.



EXHIBIT NO. 1

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DESCRIPTION

This project consists of the re-packaging with select design elements and bidding of the connector taxiway complex reconstruction project. The project limits include all the connector taxiways to the edge of the runway from Taxiway F as well as transition work on Taxiway F at all the connector taxiways. The existing asphalt pavement is showing signs of distress and is creating foreign object debris (FOD) which is hazardous to aircraft and airport users. The improvements to the existing connector taxiway pavement areas are necessary to improve safety at the airport. Improvements and adjustments to the taxiway edge lighting system, airfield guidance signs, storm sewer system and a new underdrain system will also be included.

The engineering fees for this project will consist of Part A-Basic Services which includes 1) Preliminary Design Phase, 2) Design Phase, 3) Bidding Phase, and Reimbursable Costs During Design and Bidding. Part A and the three phases are described in more detail below.

PART A - BASIC SERVICES consists of the Preliminary Design Phase, Design Phase, and Bidding Phase, all invoiced on a lump sum basis.

1.0 Preliminary Design Phase

1.01 Coordinate and Attend Meetings with the County and FAA. Meetings with the County and the FAA will take place to determine critical project dates, establish the proposed design schedule and AIP development schedule, review environmental component(s), determine the feasibility of the proposed project and to establish the need for topographical surveying, pavement investigation and/or geotechnical testing. Various meetings during the design phase will also be conducted to review the progress of the design, discuss construction details and proposed time frame of construction, and identify any special requirements for the project. It is anticipated that there will be up to four meetings with the County and/or the FAA throughout the course of the design.

1.02 Prepare Project Scope of Work and Coordinate Contract. This task includes establishing the scope of work through meetings outlined above. Fees will be negotiated with the County and may be subject to an independent fee estimate conducted by a third party hired by the County. This task also includes coordinating with the County on the contract for this project.

1.03 Prepare Preliminary Cost Estimating. Not Applicable. The as-bid data from the OXR AIP 038 project will be utilized for the preliminary construction cost estimate.

1.04 Provide Project Coordination. The Consultant shall provide project management and coordination services to ensure the completion of the design. These duties include:

- Time the Consultant spends planning, organizing, securing, and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- The Consultant will analyze the budget semi-monthly to ensure budget and staffing needs are on track to meet design schedules within budget.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Consultant will prepare and submit monthly invoicing.

The Consultant will complete the following tasks:

- Provide the County with a monthly Project Status Report (PSR), in writing, reporting on Consultant's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Submit for acceptance and maintain, a design schedule detailing the scheduled performance of the work.
- Create and maintain a Quality Control Checklist (QCC) for the project. The QCC shall include personnel, project milestone checking and peer review procedures at each phase of the project.

1.05 Review Existing Documents. The Consultant will gather and review existing available documentation that may be relevant to the project, including, but not limited to, record drawings (as-builts), design reports, final reports, utility reports/maps and previous surveys. The Consultant may use relevant information from this review to coordinate the design and topographical survey for the project.

1.06 Coordinate with Geotechnical Investigation Consultant. This task includes coordination with the geotechnical consultant regarding the lime and/or cement treatment of the existing subgrade material.

1.07 Coordinate State Grant Application with County. This task consists of coordinating with the County on the state grant application which includes the following:

- Prepare Project Financial Information.
- Prepare Project Sketch (11" x 17").

The County will submit the grant application to the CALTRANS Aeronautics' Division.

1.08 Prepare Federal Grant Application. This task consists of preparing the federal grant application. The application will be submitted during the initial portion of the project. Preparation of the application includes the following:

- Prepare Federal 424 form.
- Prepare Federal Form 5100 – II thru IV.
- Prepare project funding summary.
- Prepare program narrative, discussing the purpose and need of the work and the method of accomplishment.
- Project sketch (11" x 17").
- Include preliminary cost estimate.
- Include the existing Exhibit "A" Property Map.
- Include the Sponsor's certifications.
- Attach the current grant assurances.
- Include DOT Title VI assurances.
- Include certification for contract, grants and cooperative agreements.
- Include Title VI pre-award checklist.
- Include current FAA advisory circulars required for use in AIP funded projects.

The Consultant shall submit the grant application to the County for approval and signatures. After obtaining the necessary signatures, the County or Consultant shall forward a copy of the signed application to the FAA for further processing.

1.09 Prepare Environmental Documentation. Not Applicable. The FAA determined that a Categorical Exclusion (CATEX) applies according to FAA orders 1050.1F and 5050.4B. The project was environmentally approved on January 21, 2021, through a documented CATEX completed under AIP-038. The environmental conditions and scope of the project have not changed since original environmental determination. The environmental exhibit created as part of the previously approved CATEX will be reviewed for accuracy and referenced throughout this project.

1.10 Prepare Disadvantaged Business Enterprise (DBE) Program and Goal. The County has an established Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The current DBE program has not been updated since **2020**. In order to be in compliance with 49 CFR Part 26, the program will be amended. The Consultant shall assist the County with this task. The Consultant will research the current state highway

certified DBE listings and local area contractors to determine the availability of potential DBE contractors. The Consultant will prepare preliminary construction cost estimates and establish potential DBE work tasks. The Consultant will finalize the DBE goal work sheets for the County for submittal to the FAA Civil Rights Office for approval. Preparation of the amended DBE program will include the following tasks:

- Prepare preliminary program with County specific information.
- Compile additional information from County to finalize program.
- Revise program after County review.
- Submit program to FAA/Civil Rights Office (CRO); revise per CRO review.
- Resubmit Program to CRO for final approval.
- Calculate base figure for DBE goal.
- Adjust base figure for DBE goal.
- Calculate Race Neutral and Race Conscious DBE goals.
- Consultation and Publication for DBE goals.
- Submit DBE goal to CRO.
- Revise DBE goals after County and FAA review.

1.11 Coordinate County/FAA Reimbursable Agreement. A reimbursable agreement is a contractual agreement between the County and FAA for materials, supplies, equipment, and services the FAA provides to the Sponsor. This task includes providing information to the County for the administration and completion of the reimbursable agreement between the County and FAA, including diagrams/sketches, ROM cost estimates, project schedules, etc.

The process to establish a reimbursable agreement can take on average up to 10-12 months. To avoid unnecessary delays, it is recommended the County initiate this process during the planning and project formulation phases of the project. The costs necessary to mitigate any impacts to FAA owned equipment caused by a County's AIP funded development project are eligible for reimbursement under the AIP.

1.12 Prepare Quarterly Performance Reports – Design. Federal Regulation 49 CFR Part 18 establishes uniform administrative requirements for grants to State and Local Governments. Sub-part 18.40 addresses monitoring and reporting requirements for the County. The Consultant will assist the County in managing grant activities to ensure compliance with applicable Federal requirements. The Consultant will submit a quarterly performance report while the grant is active. It is estimated there will be two quarterly performance reports completed during the design phase of this project.

TASK 1 DELIVERABLES	TO FAA	TO COUNTY
1.01 Meeting Agendas, AIP Development Schedule, and Meeting Minutes from Pre-Design Meeting	✓	✓
1.02 Scope of Work and Coordinate Contract with County	✓	✓
1.04 Design Schedule, Project Status Report, and Monthly Invoicing		✓
1.07 State Grant Application		✓
1.08 Federal Grant Application	✓	✓
1.10 DBE Program/Goal	✓	✓
1.12 Quarterly Performance Reports	✓	✓

TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.01 Meetings with County and FAA	<ul style="list-style-type: none"> Oxnard, CA - One (1) Resident Engineer and one (1) Project Manager - Assume One (1) hour via teleconference (4 meetings)
1.02 Prepare Project Scope of Work and Coordinate Contract	<ul style="list-style-type: none"> Oxnard, CA - One (1) Resident Engineer and one (1) Project Manager - Assume One (1) hour via teleconference (2 meetings)

2.0 Design Phase

2.01 Analyze Topographic Survey Data. This task includes analyzing the existing topographical surveying data provided by the County and preparing the data for use with computer modeling. This will include the following tasks:

- Input raw survey data into AutoDesk Civil 3D to sort data into the Consultant's standard layers for efficient analysis.
- Verify surveyor horizontal and vertical control.
- Verify survey data from as-built conditions.
- Sort all data points by layers and descriptions for computer modeling.
- Prepare Triangulated Integrated Network (TIN - surface model) of existing ground contours, pavement edges, roadways, electrical equipment, drainage features, buildings, fences, and other miscellaneous entities.
- Generate three-dimensional contour model from TIN - surface model.
- Prepare and process data for spot elevations, grading and/or paving cross sections.

2.02 Analyze Geotechnical Investigation Data. Not Applicable. The geotechnical investigation data and the recommendations submitted by Mead & Hunt and their subconsultant, Earth Systems, in the OXR AIP 038 project will be used for this project.

2.03 Prepare Pavement Design. Not Applicable. The pavement design submitted by Mead & Hunt and the recommendation by their subconsultant, Earth Systems, in the OXR AIP 038 project will be used for this project.

2.04 Prepare Existing Utility Inventory. This task includes reviewing record drawings and consulting with local utility companies to identify all utilities within the project site. The Construction Plans will include, to the maximum extent possible, the surveyed locations of observable utility features and the locations identified by utility locates.

2.05 Prepare Preliminary Contract Documents. This task includes preparing the Preliminary Contract Documents, including Contract Proposal, Bid Bond, Contractor Information Sheet, Subcontractor/Material Supplier List, Disadvantaged Business Utilization Commitment, DBE Participation Form, Certification of Non-Segregated Facilities, Equal Employment Opportunity Report Statement, Buy America Certification, Buy America Waiver Request, Buy America Conformance Listing, Certification Statement Regarding Undocumented Individuals, Bid Proposal, Contract, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Notice of Contractor's Settlement, General Provisions, FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*, and Wage Rates. The wage rates will be updated at the time of advertisement to reflect the most current wage rates available. Preparation will include establishing the location for the bid opening, dates for advertisement and description of the work schedule. Also included in the Preliminary Contract Documents, and covered under separate tasks below, are the Construction Safety and Phasing Plan, Technical Specifications, and Special Provisions. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the County for review.

2.06 Prepare Construction Safety and Phasing Plan (CSPP). This task includes meeting with the County to discuss the current operations of the airport to assist in determining how the proposed construction phasing of the project will affect these operations. From these meetings, a complete Construction Safety and Phasing Plan (CSPP) will be developed to ensure safety compliance when coordinating construction activities and airport operations. The CSPP will be developed in accordance with the requirements of FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. A construction phasing plan that meets the requirements of the AC and operational needs of the airport will be developed and included in the Contract Documents. This plan will also identify any nighttime work, continuous working times,

or other unusual conditions that could affect the Contractor's normal progress on the project. The draft CSPP will be submitted at 90% complete to the County and at 95% complete for ADO review. Upon preliminary approval from the ADO, the CSPP will be submitted to FAA for OE/AAA coordination.

During the construction phasing planning process, the Consultant shall be available to clarify phasing issues with airport tenants and for consultation with the various entities associated with the project. The consultant shall be available for a fourth meeting with tenants, as a continuation of the previous series to share the phasing of the project (best possible scenario) and to be available for questions.

2.07 Prepare Preliminary Construction Plans. This task includes preparing the following list of construction plans for the project. Additional plans may be added during the design phase as needed:

Plan Name/Description	Number of Sheets
Cover Sheet	1
Index of Drawings, Summary of Approximate Quantities and General Notes	1
Survey Control Plan	1
Geotechnical Investigation Plan	5
Safety Plan	1
Construction Layout Plan	1
Construction Phasing Plan	8
Environmental Requirements and Details	1
Demolition Plan	5
Demolition Details	1
Geometric Layout Plan	5
Overall Grading and Drainage Plan	1
Grading and Drainage Plan	5
Pavement Plan and Profile	10
Typical Sections	3
Pavement Grooving Plan	1
Pavement Grooving Details	1
Pavement Marking Plan	5
Pavement Marking Details	2
Storm Sewer Layout Plan	5
Storm Sewer Plan and Profile	5
Underdrain Plan and Profile	5
Underdrain and Drainage Details	3
Seeding and Erosion Control Plan	5
Seeding and Erosion Control Details	2
Cross Sections	9
Electrical Notes and Symbols	1
Electrical Demolition Plan	5
Electrical Layout Plan	10

Electrical Details	6
Total Sheet Count	114

2.08 Prepare Preliminary Technical Specifications. This task includes assembling the technical specifications necessary for the project. Standard FAA specifications will be utilized where possible, with the guidance from FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*. Additional specifications will be prepared to address work items for materials that are not covered by the standard FAA specifications. The standard specifications to be utilized shall include, but are not limited to, the following:

- Item C-100 Contractor Quality Control Program (CQCP)
- Item C-102 Temporary Air and Water Pollution, Soil Erosion and Siltation Control
- Item C-105 Mobilization
- Item C-110 Method of Estimating Percentage of Material Within Specification Limits (PWL)
- Item P-101 Preparation/Removal of Existing Pavements
- Item P-151 Clearing and Grubbing
- Item P-152 Excavation, Subgrade and Embankment
- Item P-153 Controlled Low-Strength Material (CLSM)
- Item P-155 Lime-Treated Subgrade
- Item P-156 Cement Treated Subgrade
- Item P-209 Crushed Aggregate Base Course
- Item P-401 Asphalt Mix Pavement
- Item P-603 Emulsified Asphalt Tack Coat
- Item P-605 Joint Sealants for Pavements
- Item P-606 Adhesive Compounds, Two-Component for Sealing Wire and Lights in Pavement
- Item P-608 Emulsified Asphalt Seal Coat
- Item P-610 Concrete for Miscellaneous Structures
- Item P-620 Runway and Taxiway Marking
- Item P-621 Saw-Cut Grooves
- Item D-701 Pipe for Storm Drains and Culverts
- Item D-705 Pipe Underdrains for Airports
- Item D-751 Manholes, Catch Basins, Inlets, and Inspection Holes
- Item D-754 Concrete Gutters, Ditches and Flumes
- Item T-901 Seeding
- Item T-905 Topsoil
- Item L-108 Underground Power Cable for Airports
- Item L-110 Airport Underground Electrical Duct Banks and Conduits
- Item L-115 Electrical Manholes and Junction Structures
- Item L-125 Installation of Airport Lighting Systems

Additional Non-FAA specifications will include, but are not limited to, the following items:

- Item L-139 Temporary Construction Marking and Lighting

2.09 Prepare Preliminary Special Provisions. This task includes preparing the preliminary Special Provisions to address, or expound on, site conditions that require additional clarification. These include, but are not limited to: Haul Roads, Airport Security, Radio Communications, Work Schedule, Contractor's Quality Control Program, Sequencing of the Work, Closure of Air Operations Areas, Accident Prevention, Underground Cables/Utilities, Insurance, Indemnification, Sales and Use Taxes, Permits and Compliance with Laws, Executed Contracts, Subletting or Assigning of Contracts, Qualification of Disadvantaged Business Enterprises, Liquidated Damages, Acceptance Testing, Grade Control and Surface Tolerance, Construction Management Plan, and Instruction Manuals.

2.10 Prepare Drainage Analysis and Storm Drainage Design. Not Applicable. The drainage analysis and storm drainage design completed by Mead & Hunt in the OXR AIP 038 project will be used for this project.

2.11 Compile/Submit Permits. This task includes identifying potential federal, state and local permits needed for the project. Permits are anticipated to be required for, but are not limited to, the stormwater pollution prevention plans and associated permits (SWPPP). When applicable, the Consultant will assist the County to compile information and submit permits that are required to be obtained by the County.

2.12 Compile/Submit FAA Form 7460. This task includes preparing and submitting the required FAA Form 7460 on the County's behalf. The anticipated use of equipment during construction requires an FAA Form 7460 to be sent to the FAA a minimum of 45 days prior to the start of construction for approval. The Consultant will prepare exhibits to illustrate the project limits and temporary construction equipment height.

2.13 Calculate Estimated Quantities. This task includes calculating all necessary quantities for the various work items. Quantities must be consistent with the specifications and acceptable quantity calculation practices.

2.14 Prepare Estimate of Probable Construction Cost. Using the final quantities calculated following the completion of the construction plans and specifications, the Consultant will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other available databases.

2.15 Prepare Engineer's Design Report and Modification of Standards. Not Applicable. The Engineer's Report and Modification of Standards submitted by Mead & Hunt in the OXR AIP 038 project will be used for this project.

2.16 Prepare and Submit Modification of Standards on MOS Website. Not Applicable. The Modification of Standards submitted by Mead & Hunt in the OXR AIP 038 project will be used for this project.

2.17 Prepare Consultant's Recommendation for Clarification to Standards. Not Applicable. The Clarification of Standards submitted by Mead & Hunt in the OXR AIP 038 project will be used for this project.

2.18 Review Plans at 90% Complete. During various stages of completion of the design, the Consultant will submit a set of Construction Plans, Specifications, and Contract Documents to the County for their review. Meetings will be scheduled for periodic reviews, including a 90% plans-in-hand review. The project will be reviewed with the FAA to obtain their concurrence with the design.

2.19 Provide In-House Quality Control. The Consultant has an established quality control program that will provide both experienced and thorough reviews of all project submittals and will also provide engineering guidance to the design team throughout design development from an experienced, senior-level Professional Engineer.

Prior to each review set of Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted to the County and FAA, a thorough, in-house quality control review of the documents will be conducted. This process will include an independent review of the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted by a licensed Professional Engineer other than the Engineer who performed the design of the project. Comments will be offered by the Engineer that performed the review, and revisions to the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report will be made accordingly.

In addition to the 90% review, the Consultant's in-house quality control program also provides engineering guidance to the design team throughout the project design in an attempt to steer the project in a manner that provides the best engineering judgment.

At the 90% design review, the independent review will re-evaluate the CATEX boundary.

2.20 Prepare and Submit Construction Plans, Specifications, and Contract Documents. A final set of Construction Plans (11" x 17"), Specifications, and Contract Documents be prepared and submitted to the County and the FAA. These documents

will incorporate all revisions, modifications, and corrections identified during the final review. Paper and electronic copies will be provided.

2.21 Prepare Airfield Signing and Marking Plan. This task includes providing or updating the overall airfield signing and marking plan.

2.22 Prepare Requests for Reimbursement. This task includes preparing the FAA Standard Form 271 for County reimbursement of eligible expenses incurred on a monthly basis. The Consultant will submit the completed form along with appropriate supporting documentation to the County for review and approval. Upon approval, the Consultant or the County will submit the completed forms and supporting documentation to the FAA for reimbursement. It is estimated there will be three RFRs for expenses incurred during the design and bidding phase of this project.

2.23 Assist with FAA Safety Risk Management. The Engineer will assist the Sponsor at the FAA Safety Risk Management (SRM) meetings. The Engineer will assist with developing, reviewing, and determining final recommendations for potential safety risks associated with the project. The Engineer will also assist with the close-out of the SRM report, including updating the plans and contract documents as determined necessary through the SRM process.

2.24 Prepare and Submit Design Closeout Report. This task includes preparation of the design closeout report in accordance with current FAA Western-Pacific Region Design Closeout Report guidelines. Paper and electronic copies will be provided.

TASK 2 DELIVERABLES	TO FAA	TO COU NTY
2.05 Preliminary Contract Documents for County's Review	✓	✓
2.06 CSPP at 90% and 95% Complete	✓	✓
2.12 FAA Form 7460	✓	✓
2.18 90% Construction Plans, Specifications, and Contract Documents	✓	✓
2.20 Final Construction Plans, Specifications and Contract Documents	✓	✓
2.21 Airfield Signing and Marking Plan		✓
2.22 Requests for Reimbursement	✓	✓
2.23 Assist with SRM Meeting Minutes and Documents	✓	✓
2.24 Design Closeout Report	✓	✓

TASK 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.18 Plans-in-hand Review at 90% Complete.	<ul style="list-style-type: none"> Oxnard, CA One (1) Project Manager, Construction Manager, Project Engineer Assume full day site visit (1 site visit) Assume travel to/from Denver, CO to Oxnard, CA with two (2) overnight stays for Project Manager and Construction Manager for each site visit

3.0 Bidding Phase

3.01 Provide Bid Assistance. The Consultant will assist the County, as needed, with the preparation of any required bidding documents. Included as part of this task, the Consultant will prepare a legal advertisement for publication in two (2) newspapers (or other form of regularly published print media) as a solicitation for bids. Additionally, the Consultant will advertise the project Invitation for Bids on their website and directly notify potential contractors and plan rooms in order to maximize project exposure and generate interest in the project and manage plan requests and managing necessary addendums with plan holders. The Consultant will coordinate payment for the project advertisement(s) and request reimbursement from the County as a pass-through cost during invoicing.

3.02 Prepare/Conduct Pre-Bid Meeting. The Consultant will conduct the pre-bid meeting and pre-bid site visit in sequence with the County and contract document requirements. As a part of this meeting, the Consultant will also discuss the environmental plan sheet, surveyed areas, and environmental commitments.

3.03 Prepare Addenda. Any necessary addenda will be issued to clarify and modify the project, as required, and based on questions or comments that may arise from potential contractors during the bidding process. Any necessary addenda will be reviewed with the County and FAA prior to being issued. The addenda will meet all design and construction standards, as required.

3.04 Consult with Prospective Bidders. During the bidding process, the Consultant shall be available to clarify bidding issues with contractors and suppliers and for consultation with the various entities associated with the project.

3.05 Attend Bid Opening. The Consultant shall attend the bid opening for the project, which will be conducted by the County.

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3.06 Review Bid Proposals. Upon the opening of submitted bid proposals by the County, the Consultant shall review all the bid proposals submitted. A cost analysis of the bid prices will be completed and tabulated; the contractor's qualifications to perform the work will be included, including review of suspension and debarment rules on the www.Sam.gov website, verification of proposed DBE subcontractors, Buy American compliance analysis/review, and project funding review. Inclusion of bid guarantee, acknowledgement of addenda and licensure verification in California shall be completed.

3.07 Prepare Recommendation of Award. The Consultant shall prepare a Recommendation of Award for the County to accept or reject the bids received with a summary of the items listed in Task 3.6. If rejection is recommended, the Consultant will supply an explanation for their recommendation and possible alternative actions the County can pursue to complete the project.

TASK 3 DELIVERABLES	TO FAA	TO COUN TY
3.01 Required Bidding Documents	✓	✓
3.02 Pre-Bid Meeting Agenda and Pre-Bid Meeting Minutes	✓	✓
3.03 Addenda	✓	✓
3.06 Bid Tabulations	✓	✓
3.07 Recommendation of Award	✓	✓

TASK 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.02 Prepare/Conduct Pre-Bid Meeting	<ul style="list-style-type: none"> Oxnard, CA One (1) Project Manager and One (1) Construction Manager Assume full day site visit (1 site visit) Assume travel to/from Denver, CO to Oxnard, CA with one (1) overnight stay for Project Manager and Construction Manager for each site visit
3.05 Attend Bid Opening	<ul style="list-style-type: none"> Oxnard, CA One (1) Project Engineer

EX Reimbursable Costs During Design and Bidding

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This section includes reimbursable items such as auto rental, mileage, lodging, per diem, and other miscellaneous expenses incurred in order to complete **Part A – Basic Services**.

Special Considerations

The following special considerations are required for this project but will be completed by subconsultants to the Consultant. The cost for this work will be included in the engineering contract agreement with the County and the costs are in addition to the engineering fees outlined above.

Geotechnical Investigation Consultant: Geotechnical consultant recommendations for the lime and/or cement treatment of the existing subgrade material will be updated for this project.

Assumptions

The scope of services described previously is based on the following assumptions of responsibilities by the Consultant and County.

1. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. Each trip is anticipated to be a two-day or three-day trip and the number of trips for each phase are included at the end of each phase above.
2. The County will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the County.
3. The Consultant will provide additional base mapping of existing topography, planimetric features and underground utilities needed in the design phase of the project.
4. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design* and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports* and the Western-Pacific Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders

required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.

5. The Consultant will utilize the following plan standards for the project:
 - Plans will be prepared using the Consultant's standards, unless the County provides its own standards upon Notice to Proceed.
 - Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
 - Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
 - All plans will be stamped and signed by a registered California Professional Engineer, or Professional Land Surveyor, as required.
 - Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems and the same plan layout and format as plans prepared by the Consultant.
 - The guidance included in FAA Memorandum, *FAA Review of Construction Plans and Specifications for AIP Funded Projects*, will be reviewed, incorporated and will supplement the Consultant's standards.
6. The Consultant will utilize the following assumptions when preparing the project manual for bidding and construction of the project:
 - The project manual Contract Documents will be developed jointly by the County and the Consultant.
 - The Consultant is responsible for developing the contents of the document and including the Front-End documents which will be supplied by the County.
 - FAA General Provisions and required contract language will be used.
7. The Consultant must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.
8. Because the Consultant has no control over the cost of construction-related labor, materials, or equipment, the Consultant's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Consultant does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Consultant's estimates of construction cost.
9. It is assumed that a project audit will not be performed. If a project audit occurs, the Consultant is prepared to assist the County in gathering and preparing the required materials for the audit. This work will be negotiated with the County, should the need occur, and payment will be on a time and material basis.

Additional Services

The following items are not included under this agreement but will be considered as extra work:

- Redesign for the County's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the County in writing for an additional fee as agreed upon by the County and the Consultant.

EXHIBIT B

SCHEDULE OF COMPLETION

The CONSULTANT anticipates a notice to proceed on or before December 17, 2021 to comply with bidding in Federal fiscal year 2021 and allowing for the following estimated schedule:

Duration	Target Date	Task/Milestone
1 day	12/17/2021	Notice to Proceed
5 days	12/22/2021	90% Submittal
2 weeks	1/5/2022	County/FAA Review comments to Consultant
5 days	1/10/2022	Final Bid Documents
2 days	1/12/2022	Advertise for Bidding
4 weeks	2/9/2022	Open Bids
2 days	2/11/2022	Bid Tabulation and Recommendation for Award

Time during which the CONSULTANT is delayed by any public agency reviewing the Contract Documents, or by the COUNTY or FAA for any reason, and not occasioned by acts or omissions of the CONSULTANT, shall not be included in the above time limitations if the CONSULTANT gives prompt notice of delays when they occur.

EXHIBIT C
FEES AND PAYMENT

I. FEES

A. Payment for work outlined in this Scope of Services shall be a lump sum not to exceed _____ Dollars (\$XXX,XXX).

These fees shall include all labor, materials, expenses, and incidentals necessary to complete the work as described herein. An Engineering Services Cost Estimate is included as Exhibit C-1 to this Scope of Services.

B. Payment for additional services requested by the COUNTY will be performed on a time-and-expense basis in conformance with the Aviation Billing Rate Schedule included as Exhibit C-2 to this Scope of Services. The CONSULTANT will establish the budget for additional services prior to the start of work and may not exceed the budget without written authorization from the COUNTY. Any additional services must be authorized in writing by the COUNTY.

C. If all work under this Contract cannot be completed within eighteen (18) months after the Notice to Proceed through no fault of the CONSULTANT, the fee for the work not then completed will be adjusted to reflect increases in costs that occur due to delays from the expiration of the eighteen (18) months and the time the work can actually be performed.

II. PAYMENTS

The COUNTY will make payments to the CONSULTANT as follows:

Progress payments will be made monthly upon presentation of an invoice and completed COUNTY claim form in accordance with "Fees and Payment" for work actually completed, but not exceeding 80 percent (80%) of the fee allocated for a stage until the completion of the work for that stage. Payments will be processed within thirty (30) days of receipt of invoice and completed COUNTY claim form, or ten (10) days from receipt of invoice and completed COUNTY claim form by the Auditor-Controller's office.

Part A – Basic Services	Fee Allocation	
	80%	100%
Phase 1 – Preliminary Design	\$XX,XXX	\$\$XX,XXX
Phase 2 – Design Services	\$\$XX,XXX	\$\$XX,XXX
Phase A-3 – Bidding	\$\$XX,XXX	\$\$XX,XXX
	Total \$XX,XXX	

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**EXHIBIT D
FEDERAL CONTRACT PROVISIONS
FOR PROFESSIONAL SERVICES (A/E) CONTRACTS**

The following provisions, if applicable, are hereby included in and made part of the attached Contract between COUNTY OF VENTURA DEPARTMENT OF AIRPORTS (COUNTY) and Jviation, a Woolpert Company (CONSULTANT).

It is understood by the COUNTY and the Consultant that the FAA is not a part of this Agreement and will not be responsible for Project costs except as should be agreed upon by COUNTY and the FAA under a Grant Agreement for the Project.

1. ACCESS TO RECORDS AND REPORTS. (Reference: 2 CFR § 200.326, 2 CFR § 200.333)

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

2. BREACH OF CONTRACT TERMS. (Reference 49 CFR part 18.36(i)(1))

Any violation or breach of terms of this contract on the part of the CONSULTANT or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. 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.

3. BUY AMERICAN PREFERENCE. (Reference: 49 USC § 50101)

The CONSULTANT agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

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Certificate of Buy American Compliance for Total Facility
(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend 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 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 US 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% 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 submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
- That failure to submit the required documentation within the specified timeframe is cause for a nonresponsive determination may results in rejection of the proposal.
- To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
- To furnish US 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 that 60% 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% US 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 nondomestic products in their entirety)
- 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 US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is: a) Detailed cost information for total project using US 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

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

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

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) 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:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing US domestic product
- 3. To furnish US domestic product for any waiver request that the FAA rejects
- 4. 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% 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:

- 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

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- 2. That failure to submit the required documentation within the specified timeframe is cause for a nonresponsive determination may result in rejection of the proposal.
- 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
- 4. 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 the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US 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)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is: a) Detailed cost information for total project using US 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

4. CIVIL RIGHTS PROVISIONS– GENERAL. (Reference: 49 USC § 47123)

The CONSULTANT agrees that it will 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 handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where

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Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. CIVIL RIGHTS – TITLE VI ASSURANCES

Title VI Clauses for Compliance with Nondiscrimination Requirements

(Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

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

- 1). **Compliance with Regulations:** The CONSULTANTS will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2). **Non-discrimination:** The CONSULTANT, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3). **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- 4). **Information and Reports:** The CONSULTANT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COUNTY or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT will so certify to the COUNTY 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 CONSULTANT's noncompliance with the Nondiscrimination 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 CONSULTANT under the contract until the CONSULTANT complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6). **Incorporation of Provisions:** The CONSULTANT will include the provisions of paragraphs 7.1 through 7.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The CONSULTANT will take action with respect to any subcontract or procurement as the COUNTY or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONSULTANT becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the CONSULTANT may request the COUNTY to enter into any litigation to protect the interests of the COUNTY. In addition, the CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Authorities

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

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

- 1). Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 2). 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);
- 3). The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 4). Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 5). The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 6). 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);
- 7). 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);

- 8). Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 9). The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 10). Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 11). 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);
- 12). Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

6. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The CONSULTANT, 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 CONSULTANT will accomplish this by:

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

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

7. CLEAN AIR AND WATER POLLUTION CONTROL.

(Reference: 49 CFR § 18.36(i)(12)) Note, when the DOT adopts 2 CFR 200, this reference will change to 2 CFR § 200 Appendix II(G))

CONSULTANT and subcontractors agree:

- 1). That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

- 2). To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
- 3). That, as a condition for the award of this contract, the CONSULTANT or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- 4). To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS.

(Reference: 2 CFR § 200 Appendix II (E))

- 1). Overtime Requirements.

The CONSULTANT or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

- 3). Withholding for Unpaid Wages and Liquidated Damages.

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

- 4). Subcontractors.

The CONSULTANT 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 CONSULTANT shall be responsible for compliance by

any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

9. DISADVANTAGED BUSINESS ENTERPRISES

- 1). **Contract Assurance** (§26.13) - The CONSULTANT and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 2). **Prompt Payment** (§26.29) - The CONSULTANT agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty days from the receipt of each payment the CONSULTANT receives from COUNTY. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the COUNTY. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (Reference: 29 USC § 201, et seq.)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The CONSULTANT has full responsibility to monitor compliance to the referenced statute or regulation. The CONSULTANT must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES. (Reference:49 CFR part 20, Appendix A)

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, 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.

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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.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (Reference 20 CFR part 1910)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The CONSULTANT has full responsibility to monitor compliance to the referenced statute or regulation. The CONSULTANT must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHT TO INVENTIONS (Reference 49 CFR part 18.36(i)(8))

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the COUNTY of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (Reference: 49 CFR § 18.36(i)(2))

- a. The COUNTY may, by written notice, terminate this contract in whole or in part at any time, either for the COUNTY's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the COUNTY.
- b. If the termination is for the convenience of the COUNTY, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the CONSULTANT's obligations, the COUNTY may take over the work and prosecute the same to completion by contract or otherwise. In such case, the CONSULTANT is be liable to the COUNTY for any additional cost occasioned to the COUNTY thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the CONSULTANT had not so failed, the termination will be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION (Reference: 49 CFR part 30)

The CONSULTANT or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

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- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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 a CONSULTANT or subcontractor who is unable to certify to the above. If the CONSULTANT knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the COUNTY cancellation of the contract at no cost to the Government.

Further, the CONSULTANT agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The CONSULTANT may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The CONSULTANT shall provide immediate written notice to the COUNTY if the CONSULTANT learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the CONSULTANT if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

16. TEXTING WHEN DRIVING (References: Executive Order 13513, and DOT Order 3902.10)

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), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The CONSULTANT must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The CONSULTANT must include these policies in each third party subcontract involved on this project.

17. VETERAN'S PREFERENCE (Reference: 49 USC § 47112(c))

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

Date: _____ Executed at (city/state): _____

I declare under penalty of perjury, pursuant to the laws of the State of California, that the foregoing is true and correct to the best of my knowledge.

Signature / Title (Company Representative)

DRAFT

EXHIBIT 2 - PROJECT LOCATION MAP

OXNARD AIRPORT

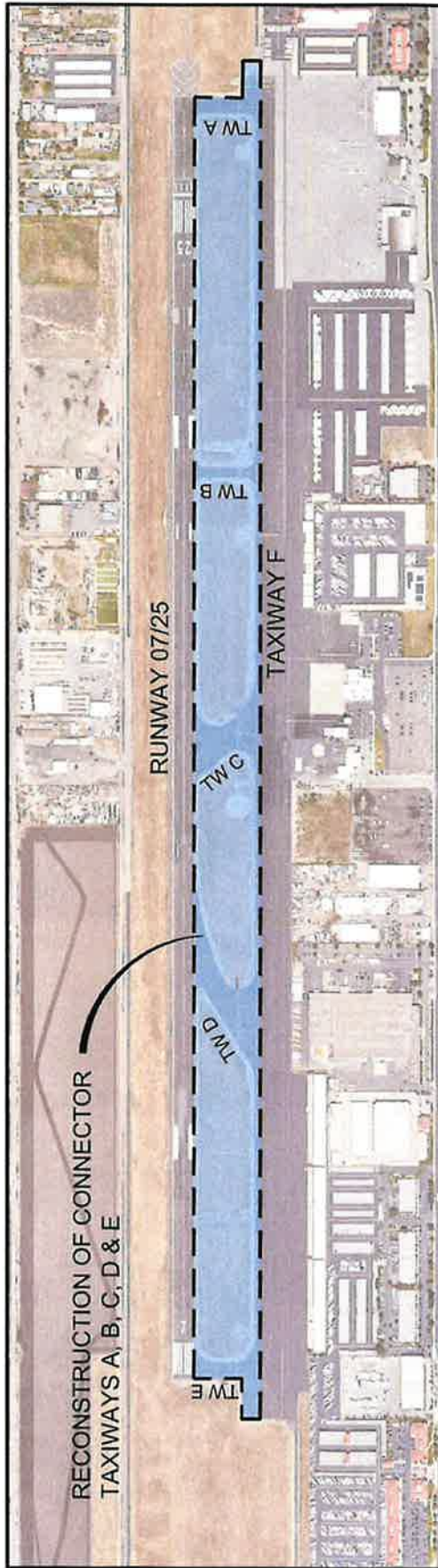


EXHIBIT 2

6a40



COUNTY of VENTURA

Department of Airports

555 Airport Way, Suite B
Camarillo, CA 93010
Phone: (805) 388-4372
Fax: (805) 388-4366
www.ventura.org/airports

December 6, 2021

Aviation Advisory Commission
555 Airport Way, Suite B
Camarillo, CA 93010

Subject: Adoption of Resolution #4 Authorizing Remote Teleconference Meetings of the Aviation Advisory Commission for a 30-Day Period

Recommendation:

Adopt the attached Resolution #4 (Exhibit 1) authorizing remote teleconference meetings of the Aviation Advisory Commission for a 30-day period pursuant to Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act.

Fiscal/Mandates Impact:

There are no fiscal impacts associated with this action.

Discussion:

Governor Gavin Newsom signed Assembly Bill 361 ("AB 361") into law on September 16, 2021. AB 361 is an urgency measure effective immediately that authorizes legislative bodies to meet remotely in any of three circumstances, as set forth in Government Code section 54953, subdivision (e):

- "The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing." (Gov. Code, § 54953(e)(1)(A).)
- "The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees." (Gov. Code, § 54953(e)(1)(B).)
- "The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees." (Gov. Code, § 54953(e)(1)(C).)

6b1

Governor Newsom declared a State of Emergency in response to the COVID-19 pandemic on March 4, 2020. Dr. Robert Levin, Ventura County Health Officer, issued a recommendation regarding social distancing and continued remote meetings of legislative bodies on November 15, 2021. Dr. Levin's recommendation states in part, "I continue to recommend that physical/social distancing measures be practiced throughout our Ventura County communities to minimize the spread of COVID-19, including at meetings of the Board of Supervisors and meetings of other legislative bodies in the County of Ventura."

Airport staff ensures that all virtual meetings are held in compliance with the Government Code as it relates to posting requirements, public accessibility to the meeting, and public comments. Although your Commission, as a legislative body in the County, may continue to meet virtually, to do so, your Commission must now make the following findings by majority vote every 30 days:

- Your Commission has reconsidered the circumstances of the state of emergency, and
- One or both of the following circumstances exist:
 - The state of emergency continues to directly impact the ability of your Commission's members to meet safely in person, or
 - State or local officials continue to impose or recommend measures to promote social distancing. (Gov. Code, § 54953(e)(3).)

Attached for consideration is Resolution #4, that if adopted, authorizes your Commission to meet remotely for a 30-day period. Additionally, if Resolution #4 is approved, the regular meeting of the Commission scheduled on Monday, January 3, 2022 at 7:00 p.m. would be held remotely.

If you have any questions regarding this item, please call me at (805) 388-4200.



KEITH FREITAS, A.A.E., C.M.
Director of Airports

Attachment:

Exhibit 1 – Resolution #4

6b2

**RESOLUTION #4 OF THE AVIATION ADVISORY COMMISSION AUTHORIZING
REMOTE TELECONFERENCE MEETINGS OF THE AVIATION ADVISORY
COMMISSION FOR A 30-DAY PERIOD PURSUANT TO GOVERNMENT CODE
SECTION 54953, SUBDIVISION (e), OF THE RALPH M. BROWN ACT**

WHEREAS, the County of Ventura ("County") is committed to preserving and nurturing public access and participation in meetings of the Aviation Advisory Commission ("Commission");

WHEREAS, Government Code section 54953, subdivision (e), of the Brown Act, authorizes the legislative body of a local agency to use remote teleconferencing in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953, subdivision (b)(3), subject to the existence of certain conditions;

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558;

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing;

WHEREAS, such conditions now exist in Ventura County, specifically, Governor Gavin Newsom declared a state of emergency in response to the COVID-19 pandemic on March 4, 2020 ("State of Emergency");

WHEREAS, on November 15, 2021, Dr. Robert Levin, Ventura County Health Officer, issued a recommendation to continue practicing social distancing measures throughout Ventura County communities, including to continue to implement 100 percent remote meetings of all legislative bodies in Ventura County, to prevent and minimize the spread of COVID-19 ("Recommendation to Promote Social Distancing");

WHEREAS, the Commission does hereby find that it has reconsidered the circumstances of the State of Emergency, the State of Emergency remains active and continues to directly impact the ability of its members and attendees to meet safely in person, and that the Ventura County Health Officer, Dr. Robert Levin, continues to recommend measures to promote social distancing to minimize the spread of COVID-19 including that all legislative bodies in Ventura County continue to meet remotely, as further explained in his Recommendation to Promote Social Distancing, which has not been rescinded and remains in effect;

WHEREAS, the Commission does hereby find that it shall conduct its meetings without compliance with Government Code section 54953, subdivision (b)(3), as authorized by subdivision (e), of Government Code section 54953, and that the

EXHIBIT 1

6b3

Commission shall comply with the requirements set forth in Government Code section 54953, subdivision (e)(2); and

NOW, THEREFORE, BE IT RESOLVED, by the Commission as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. Staff supporting the Commission are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including conducting open and public meetings of the Commission in accordance with Government Code section 54953, subdivision (e), and other applicable provisions of the Brown Act.

Section 3. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) January 5, 2022, or such time the Commission adopts a subsequent resolution in accordance with Government Code section 54953, subdivision (e)(3), to extend the time during which the Commission may continue to teleconference without compliance with Government Code section 54953, subdivision (b)(3).

Upon motion of Commissioner _____, seconded by Commissioner _____, and duly carried, the Aviation Advisory Commission hereby adopts this resolution on this _____ day of _____, 2021.

Robert Trimborn, Chair
Aviation Advisory Commission



CAMARILLO AIRPORT – AIRPORT MASTER PLAN UPDATE

Note: Per direction from airport staff, the Consultant has been advised to pause the master plan as of May 25, 2021. Certain elements related to the AGIS and environmental surveys will still be moving forward as they relate to information needed for FAA coordination and other project needs outside the master plan study process.

Status Update:

- Current work related to the AGIS survey includes tasks associated with project management, FAA AGIS coordination, field-survey coordination, and mapping/obstruction surveys.
- The preparation of biological and cultural resource evaluations continues. Work associated with the cultural resources survey has been undertaken most recently.

Project Percent Complete: The project is 41.4 percent complete through October 2021.

CAMARILLO AIRPORT – AIRFIELD GEOMETRY AND DRAINAGE STUDY

Status Update:

- Airport staff and the Consultant team have been in coordination to determine an airfield development concept that can be used to help determine future drainage components in relationship to the future runway reconstruction project.
- Airport staff has been in communication with the FAA's Los Angeles Airports District Office to discuss information needed to better determine the environmental status of the future runway reconstruction project.
- "Draft" aviation demand forecasts have been prepared and were coordinated with airport staff on July 5, 2019. The current master plan will re-evaluate aviation demand forecasts for input into this study. – No Change
- On-site surveying has been conducted by a Subconsultant for further input in the airfield drainage study.

Upcoming Action Items:

- Coordination as needed with airport staff and the FAA to determine course of action in relationship to master plan process and future design.
- Recommended airfield drainage enhancements pending the drainage study.

Project Percent Complete: The project is 41.6 percent complete through October 2021.

OXNARD AIRPORT – AIRPORT LAYOUT PLAN UPDATE / NARRATIVE REPORT

Status Update:

- The FAA provided comments to airport staff on October 13, 2021, regarding the draft ALP Drawing Set.

gal

- The Consultant made appropriate revisions to the draft ALP Drawing Set based on FAA comments and submitted the ALP package to airport staff on November 4, 2021. Airport staff is to review and coordinate with the FAA as appropriate.

Upcoming Action Items:

- Final documents (Narrative Report and ALP Drawing Set) will be prepared upon review and approval of the ALP Drawing Set.

Project Percent Complete: The project is at 100 percent per Invoice #18MP01-24 dated July 6, 2021, for airport staff to coordinate with the FAA to close out the AIP grant. It is understood that the Narrative Report and ALP Drawing Set will be finalized per direction from airport staff.

ANNUAL CONSULTING SERVICES CONTRACT (AEA No. 21-01)

Status Update:

- The Consultant revised the Wildlife Hazard Management Plan based on comments received from the FAA and submitted the updated version to airport staff on November 4, 2021. Airport staff is to review and coordinate with the FAA as appropriate.
- Airport staff and the Consultant have engaged in bi-weekly coordination meetings during the past several weeks to discuss matters pertaining to planning and environmental associated with the Ventura County Department of Airports.

Upcoming Action Items:

- Coordination as needed to follow-up previous items and assist with new items at the direction of airport staff.



PROJECT STATUS REPORT
Ventura County, Department of Airports

Prepared by Mead & Hunt, Inc
 Revision Date 2021-11-11



Mead & Hunt No. County No. Grant No.	Airport	Description	Status	Percent Complete	Action Item
3168900-132415.05 AEA 18-06 AIP - 036	CAMARILLO	CONSTRUCTION SERVICES NORTHEAST HANGAR DEVELOPMENT, PHASE 1 Construction of the Phase 1 project, which includes 3 rows of hangars and surrounding pavement/drainage and the extension of water, sewer, and electrical services.	a) Construction commenced on 12-5-19. b) Contract work complete. c) Contract Amendment No. 2 processed on 10-5-21.	100%	a) Mead & Hunt to prepare and submit final invoice based on Amendment No. 2.
3168900-190121.02 AEA 20-03 AIP - 037	CAMARILLO	CONSTRUCTION SERVICES TAXIWAYS H PAVEMENT REHABILITATION Surface treatment and remarking of Taxiway H.	a) Construction was completed after application of second coat of pavement markings performed February 24, 25 and 26. b) As-Built version of the plans has been prepared. c) Balancing change order and final pay estimates submitted to County. c) The Final Closeout Report (FCR) is complete, except for County execution of NOC.	99%	a) NOC submitted to County on Nov. 2. Project is ready to close, pending County payment on remaining Invoices.
22069-181879.01 AEA 18-13 AIP - N/A	CMA & OXR	DESIGN SERVICES OXR AND CMA DBE UPDATES (2020-2021) Develop DBE program and goals as well as prepare yearly reports.	a) CMA & OXR i) Programs and goals submitted and approved. ii) Programs and goals reporting. iii) Submit 2020 year end reports (FAA accepted)	90%	a) None at this time.

8a3

November 2, 2021

Mrs. Erin Powers
Projects Administrator
County of Ventura Department of Airports
555 Airport Way, Suite B
Camarillo, CA 93010

Re: Monthly Airport Project Status Update – October 2021

Dear Mrs. Powers,

Below is a summary of the tasks completed during the month of October 2021, by Jviation and our subconsultants for the Camarillo Airport:

Airport Capital Improvement Plan (ACIP) Update

- On October 14, 2021, the County and Jviation coordinated on the ACIP update. The County provided Jviation with a list of projects and the year they are to be listed on the ACIP.
- On October 29, 2021, Jviation provided the updated ACIP summary sheet to the County for review.
- On November 1, 2021, the County and Jviation coordinated on the ACIP summary sheet. The County also provided the updated ACIP summary sheet to the FAA.
- **Upcoming:**
 - Meeting with the County, FAA, and Coffman Associated to discuss the ACIP on November 3, 2021.
 - Jviation and the County will update the ACIP summary sheet and sheets for each year for submittal to the FAA.

AIP Project No. 3-06-0339-039-2021 (Conceptual Design for 2025 Runway/Taxiway Reconstruction)

- On October 4, 2021, the County, Jviation, and Coffman Associates discussed Jviation's scope of work to confirm it included the conceptual design of the connector taxiways and the holding bays along Taxiway A.
- On October 14, 2021, the County contacted the FAA to see if they have reviewed the scope of work for this project. To date, the FAA has not responded to the County.
- **Upcoming:**
 - FAA approval of the scope of work and fees from Jviation and Coffman Associates.
 - County executes the contract with Jviation for this project.

Jviation Project No. CMA LOC 21-01 (Runway 8-26 and Taxiway A Pavement Improvements)

- On October 7, 2021, Jviation joined airport operations staff to review the pavement condition on Taxiway A.
- On October 7, 2021, the County and Jviation coordinated on the updated scope of work which included pavement reconstruction areas on Taxiway A.
- On October 8, 2021, Jviation submitted an updated scope of work to the County for review. The scope of work was discussed with the County on October 12 and 13, 2021.
- On October 19, 2021, Jviation submitted the proposed engineering fees for this project to the County for review.

Main 303.524.3030
Fax 303.524.3031

720 South Colorado Boulevard | Suite 1200-S | Glendale, CO | 80246
JVIATION.COM

804

- **Upcoming:**
 - County approval of the proposed engineering fees from Jviation.
 - County executes the contract with Jviation for this project.

On-Call Services: Annual Contract for On-Call Services

- On October 7, 2021, the County provided the annual On-Call Services contract to Jviation for signature.
- On October 12, 2021, the County provided Jviation with the executed annual On-Call Services contract.
- **Upcoming:**
 - All tasks associated with this item are completed and it will be removed from the status update.

On-Call Services: Rotating Beacon Replacement

- On October 14, 2021, the County and Jviation discussed this project. The County indicated there is no effort needed from Jviation until the County determines the location of the rotating beacon.
- **Upcoming:**
 - The County to confirm the rotating beacon will stay located on top of the existing water tower.

On-Call Services: AVEX Self-Serve Fuel Improvements

- On October 6, 2021, the County requested Jviation to review documents from an airport tenant showing improvements to their self-serve fuel system. The County and Jviation coordinated on this project on October 7, 2021.
- On October 11, 2021, Jviation provided recommendations to the County for the improvements to tenant's self-serve fuel system
- **Upcoming:**
 - All tasks associated with this task are completed and it will be removed from the status update.

If you have any comments, please do not hesitate to contact me.

Sincerely,

Jviation, a Woolpert Company



Matt Gilbreath, P.E.
Project Manager

cc: Mr. Dave Nafie – County of Ventura Department of Airports
Mr. Travis Vallin, Mr. JD Ingram, Mr. Jason Virzi, Mr. Mike Quinn, Mr. Jon Noble, Mrs. Marisa Fluhr,
Ms. Amanda Gross – Jviation, a Woolpert Company
File

November 13, 2021

Mrs. Erin Powers
Projects Administrator
County of Ventura Department of Airports
555 Airport Way, Suite B
Camarillo, CA 93010

Re: Monthly Airport Project Status Update – October 2021

Dear Mrs. Powers,

Below is a summary of the tasks completed during the month of October 2021, by Jviation and our subconsultants for the Oxnard Airport:

AIP Project No. 03-06-0179-038-2021 (Construction) - Runway 7-25 Reconstruction

- Throughout the month of October 2021, Jviation, the County, and the FAA coordinated on this project. This included coordination on the FAA flight check that was originally scheduled to be completed on November 4, 2021.
- Throughout the month of October 2021, Jviation and the County coordinated with the Prime Contractor, Sully-Miller. This included requests for information (RFI), material submittals, change orders, certified payrolls, preparation of periodic pay estimates, review of survey data, review of quality control and quality assurance testing data, and construction activities. Jviation also submitted daily reports to the County for each day of monitoring construction activities. Payroll interviews were conducted in the field with random laborers and operators from Sully-Miller and from various subcontractors.
- On October 4, 11, 17, and 25, 2021, Jviation submitted the weekly Construction Progress and Inspection Reports to the FAA and County.
- On October 5, 12, 19, and 26, 2021, Jviation conducted the weekly construction meetings for this project, and it was attended by the County, FAA, Sully-Miller, and subcontractors for Jviation and Sully-Miller. Jviation issued minutes for the weekly construction meetings to attendees.
- On October 5, 2021, Jviation coordinated the power outage of the FAA's ASOS, Glideslope, and PAPI's to allow for work to be completed within the associated storm structures.
- On October 6 and 8, 2021, Jviation coordinated the use of cement treated base course within the lower section of the project shoulders with the FAA (Carlos Mora). The FAA provided confirmation of eligibility of the work associated with Change Order No. 1 on October 13, 2021.
- On October 11, 2021, the County requested Jviation to assist with nominating this project for the Project of the Year with Ventura County APWA Chapter.
- On October 12, 2021, Contractor Pay Application No. 2 was signed and distributed to the County, Jviation, and Sully-Miller.
- On October 19, 2021, the County requested Jviation to update the construction information flyer that the County sends out to tenants and users of the airport. Jviation provided an updated construction information flyer to the County. The County provided revisions and the construction information flyer was finalized on October 26, 2021.

- On October 25, 2021, Jviation provided the FAA with a summary of the five change orders to date for this project. The FAA provided an approval letter for the remaining change orders on October 27, 2021.
- On October 26, 2021, Jviation and the County coordinated on the ribbon cutting ceremony to celebrate the runway reopening which is scheduled for November 12, 2021.
- On November 1, 2021, Jviation and the County coordinated on the change orders.
- On November 1 and 8, 2021, Jviation submitted the weekly Construction Progress and Inspection Reports to the FAA and County.
- On November 2, 2021, Jviation conducted the weekly construction meetings for this project, and it was attended by the County, FAA, Sully-Miller, and subcontractors for Jviation and Sully-Miller. Jviation issued minutes for the weekly construction meetings to attendees.
- On November 2, 2021, a final walkthrough of the project site was conducted with representatives from the County, airport staff, Jviation, Sully-Miller, The Quality Firm, and Mead & Hunt.
- On November 4, 2021, the construction activities on Runway 7-25 and the connector taxiways were substantially complete.
- On November 4, 2021, the FAA informed Jviation and the County that the FAA flight check would not be completed as scheduled. The FAA delayed the flight check to November 5, 2021, but due to an issue with the FAA's aircraft, the flight check was delayed to November 9, 2021.
- On November 5, 2021, at 0700 Runway 7-25 was reopened for aircraft operations.
- On November 8, 2021, nighttime grooving activities on the runway pavement surface commenced and are scheduled to last through the night of November 17, 2021.
- On November 9, 2021, the FAA informed Jviation that the FAA flight check would be delayed to November 10, 2021 due to poor visibility.
- On November 10, 2021, the FAA completed the flight check.
- On November 10, 2021, the County requested Jviation to prepare a display board to thank all of the parties that worked on the Runway 7-25 Reconstruction project. Jviation provided the display board to the County on morning of November 11, 2021.
- On November 11, 2021, Jviation provided the County with the draft nomination package for the Project of the Year which will be submitted to the Ventura County APWA Chapter.
- On November 12, 2021, the County hosted a ribbon cutting ceremony to celebrate the reopening of Runway 7-25 and Jviation attended it.
- **Upcoming:**
 - Jviation will continue construction project coordination with the County and Sully-Miller.
 - Jviation will be on-site monitoring construction activities completed by Sully-Miller and their subcontractors. This includes nighttime grooving activities on the runway pavement surface which are scheduled for November 8-17, 2021.
 - Jviation will finalize Pay Application No. 3 for signature and distribute it to the County, Jviation, and Sully-Miller.
 - Permanent pavement markings are scheduled to be installed on Runway 7-25 and connector taxiways starting during the night of November 30, 2021.

AIP Project No. 03-06-0179-040-2022 (Design) – Connector Taxiways A-E Reconstruction

- On October 4, 2021, Jviation submitted the updated scope of work to the County. The County sent the scope of work to the FAA for review.
- On October 4, 2021, the FAA informed the County that they did not plan for the reconstruction of Taxiway F to be part of this project.

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- On October 11, 2021, the County and Jviation had a call to discuss the strategy to present to the FAA to justify the need to keep the reconstruction of Taxiway F in this project.
- On October 14, 2021, the County and Jviation had a coordination call and discussed this project.
- On October 22, 2021, the County, FAA, and Jviation had a call to discuss this project and if Taxiway F can be included in it. The FAA indicated there is not funding programmed for the Reconstruction of Taxiway F and recommended it is not part of the project. The date of the bid opening was also discussed.
- On October 25, 2021, Jviation submitted an updated scope of work to the County which was revised to not include Taxiway F as part of the project. The County sent the scope of work to the FAA for review.
- On November 3, 2021, the County, FAA, and Jviation discussed this project during the ACIP Update meeting. During this meeting, the FAA verbally approved the revised scope of work that did not include Taxiway F. The FAA indicated the County could start the independent fee estimate (IFE) process. The FAA expressed concern with the estimated project costs compared to the funding amount programmed for this project. The FAA requested the Construction Safety and Phasing Plan (CSPP) for this project be submitted as soon as possible. The bid process and opening date was discussed and Jviation indicated the bid opening would be in early February 2022.
- On November 5, 2021, Jviation provided the County with a blank fee spreadsheet for use in the IFE process.
- On November 9, 2021, the County and FAA had a call to discuss this project. The County requested information from Jviation to provide to the FAA on reasons why the project costs are larger than the FAA anticipated. Jviation provided the requested information and this was coordinated with the County.
- **Upcoming:**
 - FAA approval of the scope of work.
 - Jviation will prepare the fee for this project and will submit it to the County for review.

Airport Capital Improvement Plan (ACIP) Update

- On October 14, 2021, the County and Jviation had a call and discussed the ACIP update. The County provided Jviation with a list of projects and the year they are to be listed on the ACIP.
- On October 29, 2021, Jviation provided the updated ACIP summary sheet to the County for review.
- On November 1, 2021, the County and Jviation coordinated on the ACIP summary sheet. The County also provided the updated ACIP summary sheet to the FAA.
- On November 3, 2021, the County, FAA, Jviation, and Coffman Associates had a meeting to discuss the ACIP update and summary sheet.
- On November 4, 2021, the County, Jviation, and Coffman Associates had a call to debrief the ACIP meeting held with the FAA.
- On November 5, 2021, the County and Jviation had a call to coordinate on the ACIP update.
- **Upcoming:**
 - The County will provide Jviation with a revised list of projects and the year they are to be listed on the ACIP.
 - Jviation and the County will update the ACIP summary sheet and sheets for each year for submittal to the FAA.

On-Call Services: Annual Contract for On-Call Services

- On October 7, 2021, the County provided the annual On-Call Services contract to Jviation for signature. The County provided the executed annual On-Call Services contract to Jviation on October 12, 2021.
- **Upcoming:**
 - All tasks associated with this item are completed and it will be removed from the status update.

If you have any comments, please do not hesitate to contact me.

Sincerely,

Jviation, a Woolpert Company



Matt Gilbreath, P.E.
Project Manager

cc: Mr. Keith Freitas, Mr. Dave Nafie – County of Ventura Department of Airports
Mr. Travis Vallin, Mr. JD Ingram, Mr. Jason Virzi, Mr. Mike Quinn, Mr. Jon Noble, Mrs. Marisa Fluhr,
Ms. Amanda Gross – Jviation, a Woolpert Company
File



AIRPORT TENANT PROJECT STATUS November 30, 2021

CAMARILLO

- Airport Properties Limited (APL) Row I plans submitted to Airport for final review and approval before County Agency permits can be issued. APL coordinating with Airport for FAA required NEPA review. CSPP and SWPPP also submitted for Airport consultation.
- CloudNine Development project construction initial grading complete. Additional permits pending.

OXNARD

- Aspen Helicopters, Inc. repaving project for the existing leasehold ramp at the mid-field site is complete.

OTHER

- None

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**COUNTY OF VENTURA
DEPARTMENT OF AIRPORTS
NON GRANT PROJECTS**

November 2021

Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Design Engr. Contractor	Scheduled or Actual Dates				% Compl Design / Const.	Remarks
					Bid Date	Contract Award	Const Start	Const Comp		
5	CMA TWYs A, E, F, and Run-up Area Pavement Marking Improvements	\$18,285		<u>Mead & Hunt</u>	TBD	TBD	TBD	TBD	75	Airport marking project at TWY A and other pavement markings due for refresh will be addressed at a later date.
5	CMA RWY Centerline and TWY Alpha Repair	TBD		<u>Jviation</u>	TBD	TBD	TBD	TBD	TBD	Jviation submitted SOW and cost proposal for design and bid process. Construction management proposal TBD after design identifies construction phasing/schedule.
3 & 5	OXR & CMA Disadvantaged Business Enterprise Program Goal Updates and Annual Reports	\$17,985		<u>Mead & Hunt</u>	N/A	8/14/18	N/A	N/A	95	CMA & OXR plans approved by FAA. Annual accomplishment reports approved by FAA.
3	OXR PFAS Supplemental Plan/Sampling & Monitoring	\$6,500 137,000		<u>Ninyo & Moore</u>	N/A	1/19/21	N/A	3/29/21	100	The CA State Water Board requires Part 139 Airports that have discharged firefighting foam to develop a work plan and perform testing. Soil sampling and report submitted to State Water Board. New order requires additional workplan and sampling/monitoring. Results of this round of sampling were submitted and the Water Board has identified additional sampling needed. Consultant provided amendment to Airport for approval.

SCI

Note: Shaded boxes indicate changes from previous month

CMA – Camarillo Airport

OXR – Oxnard Airport

TBD – To be determined

CCO – Contract Change Orders

CUE – Camarillo Utility Enterprise

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**COUNTY OF VENTURA
DEPARTMENT OF AIRPORTS
FAA GRANT PROJECTS**

November 2021

Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Design Engr. Contractor	Estimated Schedule or Actual Dates			% Compl Design / Const.	Remarks	
					Bid Date	Contract Award	Const Start			
5	CMA Airfield Geometry Study and Drainage Study for RWY & TWY Reconstruction	\$ <u>147,300</u>		<u>Coffman Assoc.</u>	<u>N/A</u>	<u>1/24/19</u>	<u>N/A</u>	<u>TBD</u>	41	Draft forecasts for geometry study to be refreshed with the Airport Master Plan process. Drainage survey for RWY reconstruction underway to allow for 2025 planned construction.
5	TWY H Pavement Rehabilitation (Seal Coat)	\$ <u>273,576</u> \$ <u>213,351</u>		<u>Mead & Hunt Maxwell Asphalt</u>	<u>6/25/19</u>	<u>8/15/19</u>	<u>4/20/20</u>	<u>TBD</u>	<u>100</u> <u>99</u>	Final striping complete. Closeout paperwork underway.
5	CMA System Master Plan Update	\$ <u>741,094</u>		<u>Coffman Associates</u>	<u>N/A</u>	<u>9/24/20</u>	<u>9/30/20</u>	<u>TBD</u>	41	First public workshop date held May 13, 2021. Based on workshop feedback, the master plan has been paused to address main community concerns. Certain elements related to the AGIS and environmental surveys will still be moving forward as they relate to information needed for FAA coordination and other project needs outside the master plan study process.
3	OXR Airport Layout Plan Update	\$ <u>246,176</u>		<u>Coffman Assoc.</u>	<u>N/A</u>	<u>10/17/17</u>	<u>N/A</u>	<u>12/30/19</u>	100	Work complete, pending FAA review and approval. Revised draft full ALP set submitted to FAA on 7/26/21 for review and comment or approval.

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Sup. Dist.	Project Name Spec. Number	Estimate Low Bid	CCO's Claims	Design Engr. Contractor	Estimated Schedule or Actual Dates				% Compl Design / Const.	Remarks
					Bid Date	Contract Award	Const Start	Const Comp		
3	OXR RWY & TWY Connector Transitions Reconstruction	\$12,832,636 \$12,274,001	\$124,906	Mead Hunt Sully-Miller Inc.	4/29/21	7/20/21	7/23/21	2/28/21	100 95	FAA provided comments to DOA 10/13/21 and are under DOA/Consultant review. Project on schedule. Final grooving and striping underway.

Note: Shaded boxes indicate changes from previous month
CMA – Camarillo Airport
OXR – Oxnard Airport
TBD – To be determined
CCO – Contract Change Orders

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**VENTURA COUNTY DEPARTMENT OF AIRPORTS CELEBRATES REOPENING OF RUNWAY
FOR IMMEDIATE RELEASE**

November 12, 2021 – Oxnard Airport

Following the 91-day full closure of Oxnard Airport's only runway, the County of Ventura Department of Airports hosted a celebration and ribbon-cutting ceremony to thank all those who made the successful project possible. The ceremony was held on the airline terminal's aircraft parking apron surrounded by notable aircraft that are based at Oxnard Airport.

Funding for the runway's total reconstruction was provided through a \$14.4 million grant from the FAA. No local funds were required for the construction costs. The runway reconstruction project was completed on time and within budget.

When funding was announced in June 2021, Congresswoman Julia Brownley released a statement stating, "These much needed upgrades will ensure that Oxnard Airport remains a strong general aviation airport for years to come. Funding for airport infrastructure improvements is crucial for local aviation businesses, for local companies that use the airport for goods movement, and for aviation enthusiasts in Ventura County and throughout our region."

Speakers at Friday's celebration included Supervisor Carmen Ramirez (District 5), Oxnard Mayor John Zaragoza, Ventura County Executive Officer Mike Powers, and incoming Director of Airports Keith Freitas. Mr. Freitas began in his new role on November 8.

Oxnard Airport is one of two airports owned and operated by the County of Ventura. Oxnard Airport serves as a home base for 130 aircraft, many businesses serving the aviation community, and contributes \$51.3 million annually to the local economy.

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COUNTY of VENTURA
Department of Airports

555 Airport Way, Suit
Camarillo, CA 93
Phone: (805) 388-4
Fax: (805) 388-4
www.ventura.org/airp

MEMORANDUM

TO: Camarillo airport tenants
FROM: Madeline Herrle, Lease Manager
DATE: November 17, 2021
RE: Mobile mechanics – Airplane repairs

This is a reminder that any repairs made to aircraft hangered in your leased or private hangars need to be done either by you as the aircraft owner or by a mobile mechanic that has a permit from the County for such activity on the airfield.

We currently have two mobile mechanics permitted to work on aircraft at the airport:

- Matt Shubin
- Cass Bennett

Any other repairs conducted at your premises by others besides yourself are not permitted nor allowed. Please do not hire or engage unpermitted people to work on your aircraft – to do so is in violation of the Rent and Fee Policy as well as section 10 of your lease. :

10. **IF Lessee desires to engage or use the services of another person in connection with any aircraft work or repair, other than at repair facilities established at the Airport, Lessee shall give written notice of such intention prior to commencement of any work. Said notice shall state the name, address, and qualifications of such person, and Lessor shall have the right to refuse to permit or to stop any work. This shall not limit the aircraft owner to pilot's right to do work on his own aircraft as permitted by the Federal Aviation Regulations in areas on the Airport approved by the Director of Airports.**

This does not include aircraft that is in the care of an existing FBO/business on the airport at their business premises.

Thank you for your cooperation.

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