



**COUNTY of VENTURA**  
Department of Airports

555 Airport Way, Suite B  
Camarillo, CA 93010  
Phone: (805) 388-4372  
Fax: (805) 388-4366  
<https://vcairports.org>

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

**Wednesday**                      **January 10, 2024**                      **6:30 P.M.**

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

Public Participation Options and Instructions:

1. Attend in-person at the address listed above.
2. You may observe the meeting via the **Department of Airports YouTube channel**  
[https://www.youtube.com/channel/UC4jLWASMGn4wTrEPdT8BOTQ?view\\_as=subscriber](https://www.youtube.com/channel/UC4jLWASMGn4wTrEPdT8BOTQ?view_as=subscriber)
3. Participate and provide public comment via Zoom:

**WEBINAR:**

<https://us06web.zoom.us/j/86069982829?pwd=0tPEjFC4iLTsmTnfJ9Cy0VDmd64Xm0.1>

**TELEPHONE:** 1-669-444-9171

**WEBINAR ID:** 860 6998 2829

**WEBINAR PASSCODE:** 731112

Click on the link above and enter your name so we may call on you when it is your turn to speak. Members of the public who wish to comment should use the "Raise Hand" function in Zoom when the Chair of the Commission calls for public comment. The secretary will call your name when it is your turn to speak. You will be prompted to unmute your microphone. Unmute and begin speaking; start by stating your name.

If joining by telephone, press star (\*) then 9 on their touch-tone phone when the Chair of the Commission calls for public comment. The secretary will call the last 4 digits of your phone number when it is your turn to speak. You will be prompted to unmute your phone. Unmute and begin speaking; start by stating your name.

Public members will have 3 minutes to speak on an agenda item. Please ensure that all background noise is muted (TV, radio, etc.).

#### 4. Email or Mail Public Comment in Advance of the Meeting:

If you wish to make a written comment on a specific agenda item by email or mail, please submit your comment by 12:00 p.m. on the day prior to the meeting. Your written comment will be distributed to Commission members and made part of the permanent meeting record. Written comments will be made available to the public and can be viewed online at [vcairports.org/meeting-archives](http://vcairports.org/meeting-archives) or in person at the Airport Administration Office located at 555 Airport Way, Suite B, Camarillo, CA 93010.

Public comments submitted in writing are public record and subject to disclosure. An unredacted version is made available when records are requested by a Public Records Act request. Please do not submit personal contact information you do not want to be made public.

Comments submitted by email can be sent to [airportinfo@ventura.org](mailto:airportinfo@ventura.org). In the **Subject Line** of the email please indicate “**AAC Meeting Comment**” and the **Agenda item number** on which you are commenting (e.g., AAC Meeting Comment – Agenda Item No. 5) then proceed with your comment in the body of the e-mail.

Comments submitted by mail can be sent to [555 Airport Way, Ste. B, Camarillo, CA 93010, Attention: Denise Arreola](mailto:555 Airport Way, Ste. B, Camarillo, CA 93010, Attention: Denise Arreola). In the **Subject Line** of the correspondence please indicate “**AAC Meeting Comment**” and the **Agenda item number** on which you are commenting (e.g., AAC Meeting Comment – Agenda Item No. 5) then proceed with your comment in the body of the correspondence.

## AGENDA

1. **CALL to ORDER and PLEDGE of ALLEGIANCE**
2. **ROLL CALL**
3. **AGENDA REVIEW**
4. **APPROVAL of MINUTES – November 8, 2023** Pages 8-15
5. **PUBLIC COMMENT PERIOD**

**Airport related comments will be limited to a maximum of three minutes per item. The public comment period is reserved for issues NOT on the agenda.**

### In-Person Public Comment:

Speakers must fill out a speaker card and submit it to the secretary 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.

### Zoom Public Comment:

Speakers should press the raise hand button, or if joining by telephone, press star (\*) then 9 to be added to the speaker queue when the Chair of the Commission calls for public comment.

### Email or Mail Public Comment:

If you wish to make a written comment on a specific agenda item by email or mail, please submit your comment by 12:00 p.m. on the day prior to the meeting. Your written comment will be distributed to Commission members and made part of the permanent meeting record. Written comments will be made available to the public and can be viewed online at [vcairports.org/meeting-archives](http://vcairports.org/meeting-archives) or in person at the Airport Administration Office located at 555 Airport Way, Suite B, Camarillo, CA 93010.

Public comments submitted in writing are public record and subject to disclosure. An unredacted version is made available when records are requested by a Public Records Act request. Please do not submit personal contact information you do not want to be made public.

## **6. NEW BUSINESS**

### **A. Subject: Selection of Chair and Vice-Chair for Calendar Year 2024** Page 16

#### **Recommendation:**

Nominate and select the 2024 Chair and Vice-Chair of the Aviation Advisory Commission.

**B. Subject: Receive and File a Monthly Staff Update from Communications and Engagement Manager Regarding Ventura County Airports Pages 17-18**

**Recommendation:**

Receive and file a monthly staff update from Communications and Engagement Manager regarding Ventura County Airports.

**C. Subject: Receive and File Staff Update Regarding Private Hangar Lease Conversion to Long Term Lease Pages 19-20**

**Recommendation:**

Receive and file a staff update regarding the process to transition all private hangar leases at Oxnard and Camarillo Airports from the prior month-to-month agreement format to the term lease (20 years) form approved by the Board of Supervisors in May 2022.

**D. Subject: Receive and File Staff Update Regarding Per and Polyfluoroalkyl Substances (PFAS) Soil and Groundwater Investigation at Oxnard Airport**

**Recommendation: Pages 21-23**

Receive and file a staff update regarding the ongoing investigation regarding Per and Polyfluoroalkyl Substances (PFAS), a chemical component of the firefighting foam, mandated by FAA at Oxnard Airport and all other airports certificated under 14 CFR Part 139.

**E. Subject: Approval and Award of a Construction Administration Services Contract to Woolpert Company, in the Not-to-Exceed Amount of \$1,017,587 for the Taxiway F (renamed A) Pavement Reconstruction Project at Oxnard Airport; Authorization for the Director of Airports, or Designee, to Execute the Subject Contract Pages 24-58**

**Recommendations:**

Staff requests that your Commission/Authority recommend that the Board of Supervisors:

1. Approve and award a construction administration services contract (Exhibit 1) to Woolpert Company, in the not-to-exceed amount of \$1,017,587, for the Taxiway F (renamed A) Pavement Reconstruction Project at Oxnard Airport; and
2. Authorize the Director of Airports, or his designee, to execute the subject contract.

**F. Subject: Approval of, and Authorization for the Director of Airports or His Designee to Sign, Amendment No. 1 to the Consulting Services Contract AEA 22-09 for the Oxnard Airport Construction Administrative Services for Connector Taxiways Pavement Reconstruction with Jviation, a Woolpert Company, Extending Contract Time and Increasing the Total Amount of the Contract by \$145,994 to \$820,793 Pages 59-94**

## **Recommendation:**

Staff requests that your Commission/Authority recommend that the Board of Supervisors:

Approve, and authorize the Director of Airports or his designee to sign, Amendment No.1 to the Consulting Services Contract AEA 22-09 with Jviation, a Woolpert Company, for the Oxnard Airport Construction Administrative Services for Connector Taxiways Pavement Reconstruction, extending contract time and increasing the total amount of the contract by \$145,994 to \$820,793 (Exhibit 1).

### **7. DIRECTOR'S REPORT**

### **8. REPORTS** Pages 95-130

**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 – October, November 2023  
Monthly Noise Complaints – October, November 2023  
Consultant Reports (Coffman Associates) – October, November 2023  
Consultant Reports (Jviation – Camarillo Airport) – October, November 2023  
Consultant Reports (Jviation – Oxnard Airport) – October, November 2023  
Airport Tenant Projects – November – December 2023  
Project Status Report – December 2023  
Financial Statements – First Quarter FY 23/24  
Meeting Calendar – 2024

### **9. CORRESPONDENCE** Pages 131-144

**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.**

Article dated October 29, 2023, by Ventura County Star re: Fire crews wrangle smoky fire in Camarillo near Home Depot

Letter to Noel Air dated November 1, 2023, from Communications and Engagement Manager Jannette Jauregui re: Camarillo Airport Hours of Operation

Letter to Rise & Shine Air dated November 1, 2023, from Communications and Engagement Manager Jannette Jauregui re: Camarillo Airport Hours of Operation

Article dated November 4, 2023, by Camarillo Acorn re County hosts third airport workshop

Article dated November 14, 2023, by Ventura County Star re: Camarillo Airport plan meeting to address aviation noise, impacts

Department of Airports announcement re Mark Your Calendars the Ventura County Department of Airports will be hosting a community meeting for the Camarillo Airport Layout Plan (ALP) on November 14, 2023, from 5:30 p.m. to 7:30 p.m. at Camarillo Public Library

Letter to San Joaquin Door & Supply Inc., dated November 29, 2023, from Communications and Engagement Manager Jannette Jauregui re: Camarillo Airport Hours of Operations Departures Between 12:00 a.m. and 5:00 a.m.

Letter to Mav 4 LLC dated November 29, 2023, from Communications and Engagement Manager Jannette Jauregui re: Camarillo Airport Hours of Operations Departures Between 12:00 a.m. and 5:00 a.m.

Letter to Joel Kirschenstein – Sage Realty Group dated December 4, 2023, from Lease Manager Madeline Herrle re: Oxnard Union School District – Surplus Property 309 South “K” St. – Oxnard

Article dated December 6, 2023, by Ventura County Star re: Costco to open in Camarillo next fall

Department of Airports News dated December 6, 2023, re Ventura County Department of Airports: Temporary Changes Air Traffic Out of CMA and OXR

Article dated December 9, 2023, by Camarillo Acorn re Santa Anas cause planes to change course

Department of Airport News dated December 7, 2023, re Ventura County Department of Airports: Presidential TFR Announcement

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

## **11. ADJOURNMENT**

The next regular Commission meeting will be on **Wednesday, February 7, 2024 at 6:30 p.m.** in the Department of Airports Administration Office Conference Room, 555 Airport Way, Suite B, Camarillo, California.

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IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT DENISE ARREOLA (805) 388-4372. 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/86069982829?pwd=0tPEjFC4iLTsmTnfJ9Cy0VDmd64Xm0.1>

**Webinar ID:** 860 6998 2829  
**Passcode:** 731112  
**Phone Numbers:** 1-669-444-9171

**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.

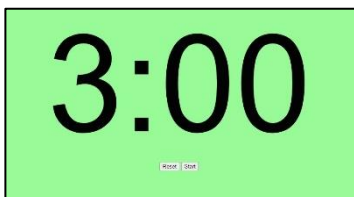
**Telephone:** You may observe the meeting via the Department of Airports YouTube channel. If you are interested in speaking to an item, you can call into one of the phone lines listed above, and when prompted enter the Webinar ID and Passcode shown above. Once in the meeting, you will be listening to 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.







**AVIATION ADVISORY COMMISSION**

**MINUTES**

**November 8, 2023**

**1. CALL to ORDER and PLEDGE of ALLEGIANCE**

Chair, Maggie Bird, called the meeting to order at 6:38 p.m. and Commissioner Steve Tannehill led the pledge of allegiance.

**2. ROLL CALL**

**PRESENT**

Maggie Bird  
Adriana Van der Graaf  
Matthew Johnston  
Jerrold Abramson  
John Corneau  
Steve Tannehill  
Shane Warburton  
Steve Weiss

*Excused (E)*

*Late (L)*

*Absent (A)*

**AIRPORT STAFF**

Keith Freitas, Director of Airports  
Dave Nafie, Deputy Director  
Erin Powers, Projects Administrator  
Jannette Jauregui, Communications & Engagement Manager  
Denise Arreola, Management Assistant

**ABSENT**

Buzz Patterson (A)  
James Flickinger (A)

**OTHER**

Kory Lewis, Coffman Associates  
(remotely)



### 3. AGENDA REVIEW

No changes to the agenda.

### 4. APPROVAL OF MINUTES – October 11, 2023

**Action:** Steve Tannehill moved to approve the October 11, 2023, minutes and Jerrold Abramson seconded the motion. All members voted and the motion passed 5-0 with 3 abstentions from Shane Warburton, Adriana Van de Graaf and Steve Weiss.

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.*

**No public comments.**

### 6. NEW BUSINESS

**A. Subject: Rejection of Bids Opened on October 3, 2023, for the Airport Rotating Beacon Replacement Project at Camarillo Airport, Specification No. DOA 23-01, Project No. CMA-235; Authorization for the Director of Airports to Readvertise for Bids; Authorization for the Director of Airports to Furnish Contract Documents to Previous Purchasers Without Charge, If Appropriate**

#### **Recommendations:**

Staff requests that your Commission/Authority recommend that the Board of Supervisors:

1. Reject all bids received for the Airport Rotating Beacon Replacement Project at Camarillo Airport opened on October 3, 2023, Specification No. DOA 23-01, Project No. CMA-235;
2. Authorize the Director of Airports or designee to readvertise the project at a later date to be determined by the Director of Airports.
3. Authorize the Director of Airports or designee to distribute contract documents at no charge to all persons who purchased such documents for the previous advertisement, if appropriate.

Erin Powers, Projects Administrator, provided a presentation regarding the relocation bid and addressed brief questions from the Commission.

***Action: Steve Weiss moved to approve staff's recommendation to the Board of Supervisors to reject all bids received for the Airport Rotating Beacon Project, Authorize Director of Airports or his designee to readvertise the project and distribute contract documents at no charge to all persons who purchased such documents for the previous advertisement and Jerrold Abramson seconded the motion. All members voted and the motion passed unanimously 8-0.***

**B. Subject: Receive and File Staff Update on Current Airport Layout Plan (ALP) for Camarillo Airport**

**Recommendation:**

Receive and file a staff update on the current Airport Layout Plan (ALP) for Camarillo Airport.

Erin Powers, Project Administrator, provided a staff update on the current Airport Layout Plan (ALP) for Camarillo Airport and addressed brief questions from the Commission.

***Action: Without motion, the Commission receives the staff update on the current Airport Layout Plan (ALP) for Camarillo Airport.***

**C. Subject: Receive and File Staff Update on Current Part 150 Noise Compatibility Studies for Camarillo and Oxnard Airports**

**Recommendation:**

Receive and file a staff update on current Part 150 airport noise compatibility studies for Camarillo and Oxnard Airports.

Kory Lewis from Coffman Associates remotely presented the update regarding Part 150 airport noise compatibility studies with a detailed Power Point presentation. Various dialogue from all commissioners was received and addressed by Kory Lewis.

***Action: Without motion, the Commission receives the staff update on current Part 150 Noise Compatibility Studies for Camarillo and Oxnard Airports.***

**D. Subject: Receive and File Staff Report Regarding Annual Wings Over Camarillo Air Show and Future Military Jet Aircraft Demonstration Flights at Camarillo Airport**

**Recommendation:**

Receive and file a staff report regarding the 2023 annual Wings Over Camarillo Air Show and the use of FA-18 military jet, and similar aircraft, during future air show demonstration performances at Camarillo Airport. The Department of Airports is working with Wings Over Camarillo (WOC) leadership to determine if current generation military fighter jets, i.e. FA-18, F-16, F-22, and F-35, should be included in future air show performances.

Keith Freitas, Director of Airports presented the item. Questions and comments regarding the Wings Over Camarillo Airshow demonstration performances were welcomed and addressed.

***Action: Without motion, the Commission receives the staff report regarding the annual Wings Over Camarillo Air Show and future military jet aircraft demonstration flights at Camarillo Airport.***

**E. Subject: Receive and File Staff Update Regarding Security Upgrades at Camarillo and Oxnard Airports**

**Recommendation:**

Receive and file a staff update regarding the modernization of access control, security cameras, and associated equipment currently being installed at Camarillo Airport and Oxnard Airport.

Dave Nafie, Deputy Director of Airports presented the item regarding security upgrades at Camarillo and Oxnard Airports. Brief questions regarding security updates were addressed.

***Action: Without motion, the Commission receives the staff update regarding security upgrades at Camarillo and Oxnard Airports.***

**F. Subject: Receive and File a Monthly Staff Update from Communications and Engagement Manager Regarding Ventura County Airports**

**Recommendation:**

Receive and file a monthly staff update from Communications and Engagement Manager regarding Ventura County Airports.

Jeanette Jauregui, Communications and Engagement Manager, presented the item with a feature story about Camarillo and Oxnard Airport chapters of Experimental Aircraft Association (EAA) and The Young Eagles programs.

***Action: Without motion, the Commission receives the staff update from Communications and Engagement Manager regarding Ventura County Airports.***

## 7. DIRECTOR'S REPORT

The Department will begin a 6-week pavement improvement project for Taxiway A and Runway 8-26 at Camarillo Airport. An 8-foot-wide centerline will be repainted and repaved. Runway closures will be during the evening hours, and the runway will be operational during the daytime. Smaller airplanes will be able to do an intersection departure at Taxiway B. However, larger airplanes will have to back taxi for a period of time. Keith emphasizes this is not the main runway improvement project for Camarillo Airport. That main project will include planned closures and will occur approximately in the year 2027.

The Oxnard Airport Terminal construction project from the fire that ensued in January 2023 is now complete. A presentation with pictures showing the terminal before the fire, fire aftermath, and after construction completion, showed the improvements of the terminal. Insurance to cover the estimated costs of \$700,000 for the repairs.

On October 29, 2023, a brush fire erupted north of Camarillo Airport. Coulson Aviation, who is paid by Southern California Edison to be on standby, assisted in putting the fire out. In addition, Ventura County Fire Department and Los Angeles County Fire Department assisted in terminating the fire.

The County of Ventura held its 150<sup>th</sup> year anniversary with the "Mountains to the Sea Jubilee" in Santa Paula. The Department of Airports participated in the event with a booth hosted by Deputy Director Dave Nafie, and Communications and Engagement Manager Jannette Jauregui. Staff engaged with the community and handed out promotional items from the airport. Keith addresses that Santa Paula Airport is in the County of Ventura, but not a part of the Department of Airports.

The Department announces the appointment of a new Deputy Director, Casey Pullman. Casey will oversee the maintenance and operations divisions. Deputy Director Dave Nafie will continue to oversee administration and business divisions.

Vacancies for two public member positions and the two alternate public member positions are now open for both the Camarillo and Oxnard Airport Authority. The applications and timeline are available on the Department website. Applications must be submitted by December 31<sup>st</sup>. One public member and one alternate public member will be selected for each Authority. Interviews for the four vacancies will be conducted at the January 11<sup>th</sup> Camarillo/Oxnard Airport Authority meeting.

***Director's 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 2023  
Monthly Noise Complaints – September 2023  
Consultant Reports (Coffman Associates) – September 2023  
Consultant Reports (Aviation – Camarillo Airport) – September 2023  
Consultant Reports (Aviation – Oxnard Airport) – September 2023  
Consultant Reports (Mead & Hunt) – August, September 2023  
Airport Tenant Projects – October 2023  
Project Status Report – October 2023  
Meeting Calendars – 2023 and 2024

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

Article dated October 7, 2023, from Camarillo Acorn re: Residents cautiously optimistic about airport noise study

Letter to Fly Like A G6 LLC dated October 19, 2023, from Communications and Engagement Manager Jannette Jauregui re: Camarillo Airport Hours of Operations Departures Between 12:00 a.m. and 5:00 a.m.

Letter to HBFC Inc. dated October 19, 2023, from Communications and Engagement Manager Jannette Jauregui re: Camarillo Airport Hours of Operations Departures Between 12:00 a.m. and 5:00 a.m.

Letter to NetJets Aviation Inc. dated October 19, 2023, from Communications and Engagement Manager Jannette Jauregui re: Camarillo Airport Hours of Operations Departures Between 12:00 a.m. and 5:00 a.m.

Letter to Plus One Flyers Inc. dated October 19, 2023, from Communications and Engagement Manager Jannette Jauregui re: Camarillo Airport Hours of Operations Departures Between 12:00 a.m. and 5:00 a.m.

Letter to Southwest Aircraft Charter dated October 19, 2023, from Communications and Engagement Manager Jannette Jauregui re: Camarillo Airport Hours of Operations Departures Between 12:00 a.m. and 5:00 a.m.

Letter to FALCONRL LLC dated October 19, 2023, from Communications and Engagement Manager Jannette Jauregui re: Camarillo Airport Hours of Operations Departures Between 12:00 a.m. and 5:00 a.m.

Department of Airport News dated October 19, 2023, re Camarillo Based Pilot One of Many to Help Save Lives One Flight at a Time

Department of Airports announcement re Mark Your Calendars the Ventura County Department of Airports will be hosting a community meeting for the Camarillo Airport Layout Plan (ALP) on November 14, 2023, from 5:30 p.m. to 7:30 p.m. at Camarillo Public Library (Spanish version included)

Article dated October 28, 2023, from Camarillo Acorn re: Fighter jets land at Camarillo Airport

Article dated October 29, 2023, from Ventura County Star re: Civil Air Patrol to celebrate 75 years of search and rescue efforts at Camarillo Airport

***Correspondence was received and filed.***

## **10. COMMISSION COMMENTS**

Commissioner Jerrold Abramson questions if Oxnard Airport will be leasing the area where the buses and old hangars are located. Keith advises he hopes to see this topic as a future agenda item once the processes is discussed with developers.

Commissioner Steve Tannehill read aloud a section from a previous Part 150 study done by Coffman Associates regarding the issue of noise complaints. After reading aloud, he encourages all to think about the noise complaints from the community not as individuals, but as canaries in coal mines. As Coffman states in their study and Commissioner Tannehill read aloud, many people can feel affected by noise but for a wide variety of reasons may not feel comfortable making a complaint.

Commissioner Steve Weiss commends the Airport on community engagement from Airport staff, specifically Jannette Jauregui. While Commissioner Weiss is aware of the noise comments from the community, he also questions if the community takes the same time to go up against development of local roads and highways.

## **11. ADJOURNMENT**

There being no further business, a motion to adjourn the November 8, 2023, meeting of the Aviation Advisory Commission was made by Jerrold Abramson and seconded by Steve Tannehill at 8:06 p.m.

The next regular Commission meeting is scheduled on **Wednesday, December 13, 2023, at 6:30 p.m.** in the Department of Airports Administration Office Conference Room, 555 Airport Way, Suite B, Camarillo, California.

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





**COUNTY of VENTURA**  
Department of Airports

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January 10, 2024

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

**Subject: Selection of Chair and Vice-Chair for Calendar Year 2024**

**Recommendation:**

Nominate and select the 2024 Chair and Vice-Chair of the Aviation Advisory Commission.

**Fiscal/Mandates Impact:**

This item is presented for information only and it does not require consideration by the Board of Supervisors at this time. There are no fiscal impacts associated with the recommended action.

**Discussion:**

Article VI of the Camarillo Airport Authority bylaws states in part, "The Authority shall select from its membership a chairman and a vice-chairman. Each shall serve for one (1) calendar year beginning on the first meeting in January."

To fill a vacancy, it is recommended that your Commission take action at this meeting to select a Vice-Chair who will oversee and direct AAC functions during the Calendar Year 2024 term.

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

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

January 10, 2024

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

**Subject: Receive and File a Monthly Staff Update from Communications and Engagement Manger Regarding Ventura County Airports**

**Recommendation:**

Receive and file a monthly staff update from Communications and Engagement Manager Regarding Ventura County Airports.

**Fiscal/Mandates Impact:**

This item is presented for information only and it does not require consideration by the Board of Supervisors at this time. There are no fiscal impacts associated with the recommended action.

**Discussion:**

The County of Ventura Department of Airports was established in 1976 and manages Camarillo Airport and Oxnard Airport. Together these Airports provide vital connections to the national airspace system and are home to many businesses and individual aircraft owners, all of whom contribute to the economic vitality of Ventura County and/or serve as philanthropic contributors through a variety of non-profit organizations. Such contributions are often made without awareness of the majority of the general public.

National and locally based organizations such as Pilots N Paws, Angel Flight, LightHawk, the VC Ninety-Nines, Experimental Aircraft Association, and more are dedicated to serving the community in a variety of ways and are among the unsung heroes in local aviation.

The Department of Airports began a series highlighting these unsung heroes in September 2023. This series will be showcased through periodic short feature stories designed to not only put a spotlight on those who tirelessly serve the community but to also help educate the community about a portion of local aviation that is often overlooked.

Pilots N Paws is a nationally based non-profit organization focusing on securing transportation for animals who have been rescued from abandonment and/or would otherwise be euthanized. With the help of volunteer pilots from throughout the country, including Oxnard and Camarillo Airports, Pilots N Paws is able to save the lives of thousands of animals each year.

If you have any questions about Pilot N Paws or any other locally based organization, please contact Jannette Jauregui at (805) 388-4287 or me at (805) 388-4200.



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

January 10, 2024

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

**Subject: Receive and File Staff Update Regarding Private Hangar Lease Conversion to Long Term Lease**

**Recommendation:**

Receive and file a staff update regarding the process to transition all private hangar leases at Oxnard and Camarillo Airports from the prior month-to-month agreement format to the term lease (20 years) form approved by the Board of Supervisors in May 2022.

**Fiscal/Mandates Impact:**

This item is presented for information only and it does not require consideration by the Board of Supervisors at this time. There are no fiscal impacts associated with the recommended action.

**Discussion:**

The Department of Airports (Department) had been using the same form to lease land to private owners of aircraft storage hangars at the Camarillo and Oxnard Airports since 1985. Beginning in 2015, prompted in part by tenants' requests to be able to sublease their hangars, in part by concerns over tenants' uses of their hangars, and in part by various inadequacies of the current lease form, the Department had been attempting to update the lease form. These efforts included hiring a third-party facilitator; meetings with a committee of various stakeholders at the County's airports; two town-hall-style meetings; numerous workshops, presentations, and meetings with tenants and hangar tenant association groups; and discussions at the Airport Advisory Commission and Camarillo and Oxnard Airport Authorities meetings.

During the previous seven years many issues were negotiated and agreed upon between the Department of Airports and the hangar tenant representatives, most recently collectively known as the Camarillo Oxnard Hangar Owners Tenant Association (COHOTA). In March 2022, the COHOTA Board unanimously voted to support the new lease and the Board of Supervisors approved the new lease document on May 24, 2022.

The transition of the 225 private hangar leases at both Camarillo and Oxnard airports to a new 20-year term lease was initiated in 4<sup>th</sup> quarter of 2022 by sending out notices to all private hangar tenants about the process for the transition. The process included a number of requirements, including the inspection of each hangar. Hangar inspections began in October 2022, each attended by several staff members and most inspections also had at least one member of the COHOTA (Camarillo Oxnard Hangar Owners & Tenants Association) group in attendance.

The initial target date to have all 225 term hangar leases completed was June 30, 2023, which was later extended to November 30, 2023 (following the September 14<sup>th</sup> update to your board). Also, during this time period 47 hangars transferred to new owners, which meant approximately 20% of the total lease transactions required additional administrative processing.

Through extensive and repeated notices by email, certified mail, phone calls, and US mail staff advised those remaining tenants who had not completed the process of the pending deadline and recommendations to address situations where the tenant had not responded, had not provided the required forms/insurance/aircraft/subleases or had not completed hangar sales to qualified buyers by the deadline.

Based on the prior approved schedule, 30-day Termination Notices of five (5) month-to-month leases were sent to owners who had not taken action to complete the conversion by the deadline. Termination notices were issued on December 27, 2023, by Certified Mail, email, US Mail and by posting on hangar doors. We remain engaged in processing and qualifying 10 others.

We anticipate that we will have limited legal action on the remaining hangars and staff will continue to work toward completing the conversion of all private hangar leases expeditiously.

If you have any questions regarding this item, please call Madeline Herrle at (805) 388-4243, or me at (805) 388-4200.

A handwritten signature in blue ink, appearing to read 'Keith Freitas', is written over a light blue circular stamp.

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

January 10, 2024

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

**Subject: Receive and File Staff Update Regarding Per and Polyfluoroalkyl Substances (PFAS) Soil and Groundwater Investigation at Oxnard Airport**

**Recommendation:**

Receive and file a staff update regarding the ongoing investigation regarding Per and Polyfluoroalkyl Substances (PFAS), a chemical component of the firefighting foam, mandated by FAA at Oxnard Airport and all other airports certificated under 14 CFR Part 139.

**Fiscal/Mandates Impact:**

This item is presented for information only and it does not require consideration by the Board of Supervisors at this time. There are no fiscal impacts associated with the recommended action.

**Discussion:**

PFAS is a required component of the firefighting foam (AFFF) mandated by the Federal Aviation Administration (FAA) at airports certificated for scheduled passenger service under Federal Aviation Regulation (FAR) Part 139, including Oxnard Airport. FAA also mandates annual testing of the foam proportioning equipment on fire trucks. PFAS foam has been used at Oxnard Airport, as required by FAR Part 139.

In 2019 the Los Angeles Regional Water Quality Control Board (LARWQCB or Water Board) directed the Department of Airports (DOA) to investigate the presence and extent of PFAS in soil and groundwater at Oxnard Airport. DOA entered into a consulting services agreement with Ninyo & Moore Geotechnical & Environmental Sciences Consultants (Ninyo & Moore) to assist with the LARWQCB-required investigation. Following submittal of the final investigation report, the DOA concluded the project.

In 2020, LARWQCB mandated supplemental investigation to determine the extent of PFAS to a limit of non-detection. DOA again contracted with Ninyo & Moore to conduct the investigation. Following the implementation of another investigation phase based on

evidence that PFAS was still present in several locations, LARWQCB again required further investigation.

The results of that investigation revealed that trace amounts of PFAS substances were still detectable in a limited number of sample locations and the Water Board is asking for additional sampling and testing to “step out” from those remaining sample locations until no PFAS can be detected.

In the interim, DOA has moved forward with critical airfield projects. Because of the potential to disturb sample locations, DOA developed a Soil Management Program with the Water Board to pause the investigation and stockpile soil so that the subsequent construction projects could continue. As has been reported before, that stockpiled soil has been the subject of some concern and added cost. Some of that concern was that stockpiled material was placed at night and the construction activity caused disturbance to some. Other comments received regarded concern over whether the stockpile contained hazardous chemicals. Contributing to this concern was the fact that the Soil Management Program, as is customary for any stockpiling in similar cases, was to be placed on a liner and kept covered. However, as has also been reported, the amount of PFAS detected while the soil was in place on the airfield was barely detectable and below reportable limits.

To bring this matter to a close, DOA is working with the LARWQCB and a qualified testing firm to determine whether the stockpiled soil contains detectable levels of PFAS. The testing firm should be mobilized within the next month and results should be available within 60-90 days following the fieldwork. The results of the analysis, and the plan for the stockpiled material will be brought to your Board at a future meeting.

Going forward on the next construction project, DOA is working with the LARWQCB on a different approach rather than stockpiling. A testing firm will be sampling soil in place prior to the mobilization of the construction firm. Should there be any sampling locations with detectable levels of PFAS, that soil will be stockpiled at a different location within the boundary of the airport. DOA will also be working to resume the paused investigation and quarterly sampling as directed by the Water Board.

Separately, DOA is staying abreast of regulatory action and litigation that continues to evolve. Within the past 90 days FAA has approved an alternative firefighting foam for Part 139 airports that doesn't contain PFAS. DOA will be preparing the two “new to us” ARFF rigs to allow the use of this new fluorine-free foam (F3). DOA is also monitoring litigation against the manufacturers of the AFFF in order to recover damages and costs.



If you have any questions regarding this item, please call me at (805) 388-4201 or Keith Freitas at (805) 388-4200.

A handwritten signature in blue ink, appearing to read 'D Nafie', with a stylized flourish at the end.

DAVE NAFIE, C.M.  
Deputy Director of Airports



555 Airport Way, Suite B  
Camarillo, CA 93010  
Phone: (805) 388-4372  
Fax: (805) 388-4366  
<https://vcairports.org>

January 10, 2024

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

**Subject: Approval and Award of a Construction Administration Services Contract to Woolpert Company, in the Not-to-Exceed Amount of \$1,017,587 for the Taxiway F (renamed A) Pavement Reconstruction Project at Oxnard Airport; Authorization for the Director of Airports, or Designee, to Execute the Subject Contract**

**Recommendations:**

Staff requests that your Commission/Authority recommend that the Board of Supervisors:

1. Approve and award a construction administration services contract (Exhibit 1) to Woolpert Company, in the not-to-exceed amount of \$1,017,587, for the Taxiway F (renamed A) Pavement Reconstruction Project at Oxnard Airport; and
2. Authorize the Director of Airports, or his designee, to execute the subject contract.

**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*

<b><u>Summary of Revenue and Project Costs</u></b>	<b><u>FY 2023/24</u></b>	<b><u>FY 2024/25</u></b>
Revenue: FAA (90%)	\$ 457,914*	\$ 457,914
Caltrans (up to 4.5%)	0*	0
Direct Costs	<u>\$ 508,793</u>	<u>\$ 508,794</u>
Net Costs – Airport Enterprise Fund	<u>\$ 50,879</u>	<u>\$ 50,880</u>

*\*Estimated Total Grant Amount. Actual grant amount will be dependent upon FAA and Caltrans available funding. Credit for the Caltrans grant has been applied to the construction contract award.*

**Current Fiscal Year Budget Projection:**

FY 2023-24 Budget Projection for Airports Capital Projects Division 5040 - Unit 5041*				
	Adopted Budget	Adjusted Budget	Projected Budget	Estimated Savings/ (Deficit)
Appropriations	\$19,566,851	\$19,566,851	\$19,566,851	\$0
Revenue	17,595,436	17,595,436	17,595,436	0
Net Cost	\$ 1,971,415	\$ 1,971,415	\$ 1,971,415	\$0

*Sufficient revenue and appropriations are available in the FY 23-24 capital budget.*

\*Includes interest and capital assets.

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

	<u>Costs</u>
Engineering & Environ./Design:	\$ 836,415
Construction**:	17,365,010
Construction Administration:	1,017,587
Project Administration:	<u>200,901</u>
<b>Total</b>	<b><u>\$ 19,419,913</u></b>
FAA Grant Revenue	\$ 17,303,815
Caltrans Grant Revenue	<u>150,000</u>
<b>Total Grant Revenue</b>	<b><u>\$ 17,453,815</u></b>
Cost to Airport Enterprise Fund	<u>\$ 1,966,098</u>

*\*\*This award of contract only references the construction contract.*

**Strategic Priority:**

This project supports the County’s Strategic Priorities to support fiscal responsibility, economic vitality, reliable infrastructure, and sustainability.

**Discussion:**

Woolpert Company (formerly Jviation), 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 your Board on November 3, 1998. Although Woolpert 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 of Supervisors.

This contract is for construction administration services for improvements at Oxnard Airport which is anticipated to be funded in part by the Federal Aviation Administration (FAA) under Airport Improvement (AIP) and Airport Infrastructure (AIG) Grants. The FAA recently provided an AIP grant for a substantial portion of this work and is anticipated to provide an AIG grant in the coming months for the remainder of federal dollars available to fund the project. Due to long lead times for some construction materials and the coordination still required with the FAA to finalize negotiations, staff requests that the Department of Airports be authorized to award a contract for construction administration services in a not to exceed amount, to allow for the Department to complete contract negotiations and subsequently execute a contract in a timely manner which would allow Woolpert to review contractor material submittals and expedite the ordering of materials needed to begin construction in May 2024.

The contract includes typical construction administration services such as construction administration, inspection, materials testing, record drawings, certified payroll review, Storm Water Pollution Prevention Plan monitoring and reporting as well as additional services to meet FAA grant assurance requirements. Examples of FAA specific tasks include, development of a construction management plan, weekly progress reports, Disadvantage Business Enterprise (DBE) contract and subcontract review, DBE payment tracking and reporting.

The project includes a base bid to reconstruct taxiway F, which was recently renamed taxiway A to meet current FAA standards. (Location Map, Exhibit 2). The project was designed and bid utilizing the name taxiway F, so both naming conventions will be referenced for the duration of the project.

### **Reconstruction of Taxiway F (recently renamed taxiway A)**

**Base Bid (Schedule 1):** Taxiway F (A) improvements include demolition, grading, paving, lighting, signage, storm-drainage improvements for the taxiway. The project will also result in a shift of the taxiway centerline south forty feet and elimination of the drive lane to meet current FAA standards.

The project was included in the FY 2022/23 capital budget for the Airport Enterprise Fund which was adopted by the Board of Supervisors on June 20, 2022. The project was also included in the current Capital Improvement Program that was previously approved by your board and adopted by the Board of Supervisors.

AAC/OAA  
Approve and Award Construction Administration Services Contract  
January 10, 2024  
Page 4

On June 16, 2020, the Board of Supervisors found this project to be categorically exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15302(b).

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

Attachments:

Exhibit 1 – Contract  
Exhibit 2 – Location Map

**DRAFT**  
**CONSULTING SERVICES CONTRACT**  
**AEA No. 24-05**  
**Camarillo Airport – CONSTRUCTION ADMINISTRATION SERVICES FOR**  
**TAXIWAY F (renamed A) PAVEMENT RECONSTRUCTION**

This is a Contract, made and entered into this January \_\_\_\_, 2024, by and between the COUNTY OF VENTURA, (COUNTY), and WOOLPERT COMPANY, 720 South Colorado Boulevard, Suite 1200-S Glendale, CO 80246 (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 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

**Exhibit 1**

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 JVIATION, 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: WOOLPERT COMPANY

Taxpayer No.: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

COUNTY: County of Ventura

Dated: \_\_\_\_\_

\_\_\_\_\_

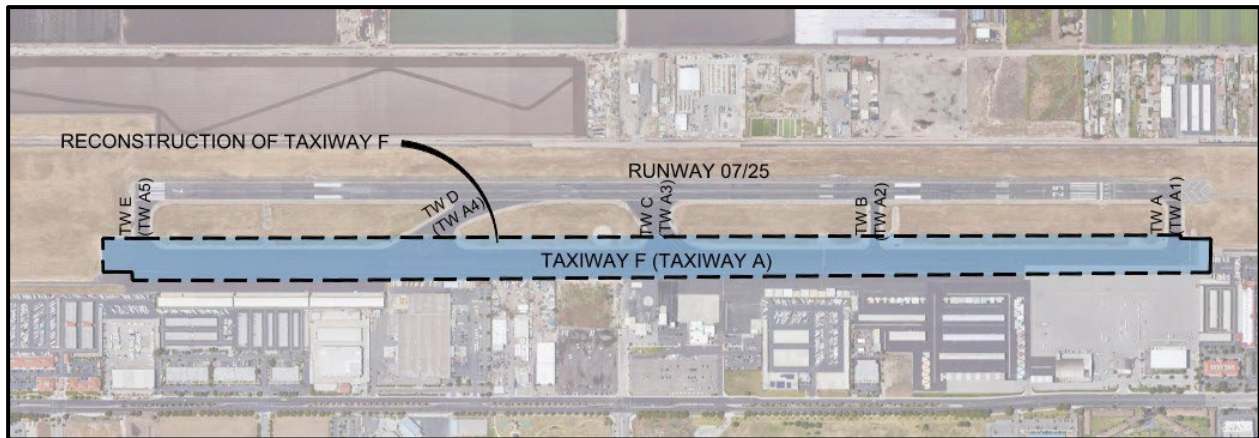
Keith Freitas, Director of Airports

## EXHIBIT A

### **Scope of Services Oxnard Airport - Construction Administration Services For Reconstruction of Taxiway F (renamed A) Pavement Reconstruction**

#### **I. PROJECT DESCRIPTION**

This project shall consist of Construction Administration, Post-Construction Coordination, and On-Site Construction Coordination, for the Reconstruction of Taxiway F Project. This scope of work is for the consulting services provided by the Consultant for the County. See Exhibit No. 1 below for the project location.



**EXHIBIT NO. 1**

This project shall consist of the reconstruction of Taxiway F, now designated as Taxiway A, including the transition along the taxiway connectors to tie into existing grades. Improvements and adjustments to taxiway edge lighting system, airfield guidance signs, storm sewer system and a new underdrain system will also be included. The proposed construction for this project was previously bid as components of a larger project that were not awarded due to funding and re-packaged into one schedule of work.

The engineering fees for this project will be categorized under, **Basic Services**, which includes; 4) Construction Administration Phase, 5) Post-Construction Coordination Phase, and 6) On-Site Construction Coordination Phase or Field Engineering, and Reimbursable Costs During Construction. Additional services that will be completed by subconsultants to the Consultant, including pre-construction waste characterization, quality assurance testing during construction, updating the Airport Layout Plan, and post-construction pipe inspection per Item D-701 Pipe for Storm Drains and Culverts will also be included under Basic Services. Basic Services and the associated subphases are described in more detail below. The Basic Services outlined in this scope of work are considered Special Services in FAA Advisory Circular 150/5100-14 (Current Edition), *Architectural, Engineering, and Planning Consultant Services for Airport GrantProjects*.

## II. SCOPE OF SERVICES

The Scope of Services to be provided by CONSULTANT is detailed in the following Tasks. **BASIC SERVICES** Construction Administration Phase, Post-Construction Coordination Phase (invoiced on a lump sum basis), and On-Site Construction Coordination Phase (invoiced on a cost plus fixed fee basis). Also included are direct subcontract costs for pre-construction waste characterization, quality assurance testing during construction, updating the Airport Layout Plan, and post-construction pipe inspection.

### **4.0 Construction Administration Phase**

**4.01 Prepare Project Scope of Work and Coordinate Contract.** This task includes establishing the scope of work. Fees shall 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 coordination with the County on the contract for this project.

**4.02 Prepare Construction Contract and Documents.** In agreement with the FAA, the Consultant shall prepare the Notice of Award, Notice to Proceed, and Contract Agreements, including bonds and insurance documents, which will be updated to include all addenda items issued during bidding, for the County's approval and signatures. Copies will be submitted to the successful Contractor for their signatures.

The Consultant will ensure the construction contracts are in order, the bonds have been completed, and the Contractor has been provided with adequate copies of the Construction Plans, Specifications, and Contract Documents, which will be updated to include all addenda items issued during bidding.

**4.03 Provide Project Coordination.** The Consultant shall provide project management and coordination services to ensure the completion of all construction management tasks required of the Consultant. 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. This includes time spent coordinating with the County and selected Contractor between the award of the contract and construction activities commencing, which is assumed to be a period of up to six (6) months.
- 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 Project Manager will review progress reports weekly and monthly.
- Assist with change orders and supplemental agreements as necessary. All change orders and supplemental agreements will be coordinated with the County and FAA staff prior to execution. All change orders and supplemental agreements will be prepared in accordance with the FAA Standard Operating Procedure (SOP) 7.0, *Airport Improvement Program Construction Project Change Orders*.
- Senior construction management staff will consult with and provide guidance to the on-site Construction Manager regarding unique project elements; material quality, production, and/or placement issues; and any other difficulties encountered during construction.
- Clerical staff shall prepare the quantity sheets, testing sheets, construction report format, etc.
- Office engineering staff, CAD personnel and clerical staff shall be required to assist the Field Personnel as necessary during construction. Specific tasks to be accomplished include providing secondary engineering opinions on issues arising during construction, maintaining project files as necessary and various other tasks necessary in the day-to-day operations.
- 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.
- ➔ Prepare quarterly performance reports.

**4.04 Review Environmental Documentation.** This task includes the review of the overall environmental exhibit in relation to final construction documents as well as coordination throughout construction to ensure environmental commitments are maintained and environmental resources are protected.

**4.05 Coordinate Quality Assurance Testing.** This task includes preparing the requirements for quality assurance testing. Negotiating with the quality assurance firm for a cost to perform the work is also included in this task.

**4.06 Coordinate Airport Layout Plan Update.** This task includes preparing the requirements for updating the Airport Layout Plan. Negotiating with the planning firm, Coffman Associates, for a cost to perform the work is also included in this task.

**4.07 Coordinate Post Construction Pipe Inspections.** This task includes preparing the requirements for post construction pipe inspection per Item D-701 Pipe for Storm Drains and Culverts. Negotiating with the pipe inspection firm for a cost to perform the work is also included in this task.

**4.08 Prepare/Conduct Pre-Construction Meeting.** The Consultant will conduct a pre-construction meeting to review FAA requirements as required per FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Airport Construction Projects*, prior to the commencement of construction. It is anticipated that representatives of the Consultant will include the Project Manager, Deputy Project Manager, Construction Manager(s), and a Senior Construction Manager. As a part of this meeting, the Consultant will also discuss the environmental plan sheet, surveyed areas, and environmental commitments. The meeting will be held at the airport and will include the County, FAA (if possible), Contractor, subcontractors, and airport tenants affected by the project.

**4.09 Prepare/Submit Construction Management Plan.** This task includes preparing and submitting the Construction Management Plan, which includes resumes of project personnel representing the stakeholders, detailed inspection procedures, required submittal processes, quality control testing methods, quality assurance testing methods, final test result summary forms, and the Contractor's Quality Control Program (CQCP). The Construction Management Plan shall be prepared to follow the requirements of FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Projects*.

**4.10 Review Contractor's Safety Plan Compliance Document.** This task includes reviewing and providing comments on the Contractor's Safety Plan Compliance Document (SPCD) as required per FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. The Consultant shall review to ensure that all applicable construction safety items are addressed and meet the requirements of AC 150/5370-2 (Current Edition) and the Contract's Construction Safety and Phasing Plan (CSPP). The intent of the SPCD is to detail how the Contractor will comply with the CSPP. Following award of the project to the successful Contractor and prior to the issuance of the Notice to Proceed, the Consultant will review the SPCD, provide comments and ultimately approval of the document. It is anticipated that the document will require at least one re-submittal by the Contractor to address any missing information. The



SPCD will be submitted to the Consultant for approval at least 14 days prior to the issuance of the Notice to Proceed to the Contractor. An approved copy of the SPCD shall be provided to the FAA.

**4.11 Prepare Requests for Federal Grant Reimbursement.** Not Applicable. The County will prepare and submit forms and supporting documentation to the FAA for reimbursement.

**4.12 Coordinate and Attend Quality Assurance/Quality Control Workshop.** Per FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, the FAA requires a Quality Assurance (QA)/Quality Control (QC) workshop when paving operations are anticipated to be greater than \$500,000. The Consultant will attend the workshop, which will be facilitated by the Contractor, to review project and FAA requirements prior to the commencement of construction. The location of the meeting will be coordinated by the Consultant and Contractor and will include representatives from the County, Consultant, FAA (if possible), Contractor, subcontractors, quality assurance, quality control, and any other necessary parties. It is anticipated that representatives of the Consultant will include the Project Manager, Deputy Project Manager, Construction Manager(s), and a Senior Construction Manager. Paving operations will not be permitted prior to this meeting’s occurrence.

**4.13 Perform Site Visits During Construction.** The Consultant shall make on-site visits, as required, throughout the duration of the project. At this time, it is estimated that the Consultant will make a minimum of two (2) site visits to the project. Additionally, during critical stages of construction, a Senior Construction Manager will be on-site to assist the Construction Manager in ensuring that key project elements are completed in accordance with the project plans and specifications, within the time period allotted for construction, and according to best construction practices. It is anticipated that the Senior Construction Manager will make one site visit of up to three days on-site during construction.

**4.14 Attend Partnering Workshops.** Prior to the commencement of construction, the Consultant will attend a two-day workshop hosted by a third-party facilitator engaged by the Contractor. Additionally, the Consultant will attend a follow-up partnering workshop during the middle portion of the project to revisit the project goals.

**4.15 Review Material and Construction Submittals.** This task consists of reviewing and approving the material submittal data received from the Contractor prior to the construction start date as well as other construction items for general compliance with the construction documents.

<b>TASK 4 DELIVERABLES</b>	<b>TO FAA/STATE</b>	<b>TO COUNTY</b>
4.01 Construction SOW and Contract	✓	✓
4.02 Notice of Award, Notice to Proceed, and Contract Agreement	✓	✓
4.02 Issue Construction Plans, Specifications, and Contract Documents	✓	✓
4.03 Monthly Invoice and Monthly PSR		✓
4.03 Pay Request Review Documentation		✓
4.03 Weekly/Monthly Reports	✓	✓
4.03 Quarterly Performance Reports	✓	✓
4.03 Change Orders/Supplemental Agreements	✓	✓
4.08 Pre-Construction Agenda and Meeting Minutes	✓	✓
4.09 Construction Management Plan	✓	✓
4.10 Review and Approval of SPCD and Final SPCD	✓	✓
4.12 QA/QC Workshop Meeting Minutes	✓	✓



TASK 4 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
4.08 Conduct Pre-Construction Meeting	<ul style="list-style-type: none"> <li>Oxnard, CA</li> </ul> One (1) Project Manager, One (1) Deputy Project Manager, Two (2) Construction Managers, and One (1) Senior Construction Manager; Assume full day site visit <ul style="list-style-type: none"> <li>Assume travel to/from Denver, CO to Oxnard, CA with two (2) overnight stays for Project Manager and Senior Construction Manager</li> </ul>
4.12 Attend QA/QC Workshop	<ul style="list-style-type: none"> <li>Oxnard, CA</li> </ul> One (1) Project Manager, One (1) Deputy Project Manager, Two (2) Construction Managers, and One (1) Senior Construction Manager; Assume full day site visit Assume travel to/from Denver, CO to Oxnard, CA with two (2) overnight stays for Construction Manager
4.13 Perform Site Visits During Construction	<ul style="list-style-type: none"> <li>Oxnard, CA</li> </ul> One (1) Project Manager Assume full day site visit (2 site visits) Assume travel to/from Denver, CO to Oxnard, CA with two (2) overnight stays for Project Manager for each site visit
4.13 Site Visits During Critical Construction Activities	<ul style="list-style-type: none"> <li>Oxnard, CA</li> </ul> One (1) Senior Construction Manager Assume three-day site visit (1 site visit) <ul style="list-style-type: none"> <li>Assume travel to/from Denver, CO to Oxnard, CA with four (4) overnight stays for Senior Construction Manager for each site visit</li> </ul>
4.14 Attend Partnering Workshops	<ul style="list-style-type: none"> <li>Oxnard, CA</li> </ul> One (1) Project Manager, One (1) Deputy Project Manager, and Two (2) Construction Managers; Assume two-day virtual workshop

**5.0 Post-Construction Coordination Phase**

**5.01 Prepare Final Testing Report.** The Consultant will submit the quality assurance testing summary report, which will include a narrative of tests taken, verification for minimum number of tests, discussion of problems and tests necessary, and a table (from Construction Management Plan) including the actual number of tests taken for each specification item to the FAA for review and approval.

**5.02 As-Built Aeronautical Survey Data Collection and Final Surveys:** The Consultant will utilize the Contractor’s as-built survey to submit the required as-built data to the FAA Airports Data and Information Portal (ADIP) website in accordance with FAA AC 150/5300-18 (Current Edition), *General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards*. The Consultant shall create a Project on the ADIP system and upload the necessary files for acceptance in ADIP. This includes preparation of a project Statement of Work as necessary, that will follow ADIP submission standards for landside construction projects. It is understood that new airport imagery will not be required for this project. The As-Built Survey data used for this submission will be provided by the contractor following construction activities.

The as-built survey data submission will include the following tasks:

- Taxiway Segments
- Taxiway Intersection Segments
- Taxiway Connector Segments
- Airport lighting and signage affected by this project
- Taxiway markings

**5.03 Prepare Clean-up Item List.** The Consultant will ensure the Contractor has removed all construction equipment and construction debris from the airport, that all access points have been re-secured (fences repaired, gates closed and locked, keys returned, etc.), and the site is clean.

**5.04 Conduct Final Inspection.** The Consultant, along with the County and FAA (if available), shall conduct the final inspection. The quality assurance testing summary report must be accepted by the FAA prior to final inspection.

**5.05 Prepare Engineering Record Drawings.** The Consultant will prepare the record drawings indicating modifications made during construction. The record drawings will be provided to the FAA electronically.

**5.06 Prepare Final Construction Report.** The Consultant will prepare the final construction report to meet the applicable FAA closeout checklist requirements.

**5.07 Prepare DBE Uniform Report.** The Consultant will prepare the Uniform Report of DBE Awards or Commitments and Payments (DBE Uniform Report) for the County to submit to the FAA.

**5.08 Update and Modify Airport Layout Plan (ALP).** The Consultant will coordinate with Coffman Associates to update the ALP to reflect the work completed for this project. A draft version of each sheet will be submitted to the ADO for review. Upon approval by the FAA, the Consultant shall assist the County in preparing copies for signature of the revised sheets and submitting to the FAA for final approval.

**5.09 Summarize Project Costs.** The Consultant will be required to obtain all administrative expenses, engineering fees and costs, testing costs, and construction costs associated with the project and assemble a total project summary. The summary will be analyzed with the associated project funding.

<b>TASK 5 DELIVERABLES</b>	<b>TO FAA</b>	<b>TO COUNTY</b>
5.01 Final Testing Report	✓	✓
5.02 As-Built Airports GIS Submittal	✓	
5.03 Clean-up List		✓
5.04 Punchlists		✓
5.05 Record Drawings	✓	✓
5.06 Final Construction Report	✓	✓
5.07 DBE Uniform Report	✓	✓
5.08 Updated ALP	✓	✓
5.09 Project Cost Summary	✓	✓

TASK 5 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
5.04 Conduct Final Inspection	<ul style="list-style-type: none"> <li>Oxnard, CA</li> </ul> One (1) Project Manager 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

**6.0 On-Site Construction Coordination Phase**

This phase will consist of providing two full-time Construction Managers. It shall be the responsibility of the Construction Managers to facilitate sufficient on-site construction coordination to ensure that the project is completed according to good construction practice and the Project Manager’s direction. It is estimated that it will take **90 calendar days** to complete construction of the project.

**6.01 Provide Resident Engineering.** The Construction Managers will work approximately **12 hours per day** on-site. It is assumed that the Construction Managers will be able to complete all daily project documentation in the course of their shift and that the total construction duration is anticipated to be **90 calendar days**. It is assumed that the Contractor will work **six (6) days** a week during the construction period **resulting in 78 working days**. This does not include additional days of on-site time, lodging and per diem due to FAA moratorium days throughout the construction schedule.

PERSONNEL	WORKING DAYS
	Schedule I
Construction Manager No. 1	78
Construction Manager No. 2	78

The following tasks will be performed during the course of a typical day’s shift during construction:

- a. Review construction submittals, including shop drawings and materials proposed for use on the project, submitted by the Contractor for conformance with the project’s Contract Documents. Submittals will either be approved, conditionally approved, or rejected and returned to the Contractor for their records and/or to make changes or revisions. The Consultant will prepare and maintain a submittal register to log the submittals received. The submittal register will include information on the submitted items including date received, date returned, and action taken, and will be made available to the County and Contractor upon request.
- b. Review survey data and other construction tasks for general compliance with the construction documents.
- c. Review the Stormwater Pollution Prevention Plan (SWPPP) prepared by the Contractor and their Qualified SWPPP Developer (QSD).
- d. Coordinate, review, and provide a response to construction and general project Requests for Information (RFIs).
- e. Prepare and process change orders.
- f. Conduct employee interviews and review Contractor’s and subcontractor’s weekly payroll records as required by the FAA. As part of this effort, all payrolls must be reviewed and logged when received. A log identifying current status of reviews, and any action taken to correct noted discrepancies, will be provided for County review at time of Request for Reimbursement processing, as appropriate.
- g. Review quality control and quality assurance testing results for conformance with the project specifications.

- h. Maintain record of the progress of construction and review the quantity records with the Contractor on a periodic basis.
- i. Prepare the periodic cost estimates and review the quantities with the Contractor. The Consultant, County, and Contractor will resolve discrepancies or disagreements with the Contractor's records. The periodic cost estimate will also include all other costs associated with the project (administrative costs, engineering, any miscellaneous costs). After compiling all costs, the Consultant will then submit the periodic cost estimate to the County for payment.
- j. Maintain daily logs of construction activities for the duration of time on site, including the Construction Project Daily Safety Inspection Checklist as required by the CSPP and SPCD.
- k. Verify that construction activities associated with restricted areas, roads, staging areas, stockpiles, borrow/waste areas, etc. are all remaining within the areas cleared under environmental documentation.
- l. Prepare a weekly status report using the FAA's standard form. The report will be submitted to the County, the FAA, and the office following the week of actual construction activities performed.
- m. Review payments to subcontractors and ensure timely payment of retainage to subcontractors when payment to the Contractor is made as required by the DBE Program.

TASK 6 DELIVERABLES		TO FAA	TO COUNTY
6.01a	Coordinate Submittal Reviews		✓
6.01d	Coordinate RFIs		✓
6.01e	Change Orders	✓	✓
6.01f	Payroll Reviews		✓
6.01g	Quality Assurance/Quality Control Results Compilation	✓	✓
6.01i	Periodic Cost Estimates		✓
6.01l	Weekly Reports	✓	✓

**EX Reimbursable Costs During Construction.** This section includes reimbursable items such as auto rental, mileage, lodging, per diem, travel and other miscellaneous costs incurred in order to complete **Part B – Special Services**. Sections 4 and 5 Reimbursables are invoiced on a lump sum basis and Section 6 Reimbursables are invoiced on a cost plus fixed fee basis.

**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.

**Pre-Construction Waste Characterization.** Pre-construction waste characterization of soil along Taxiway F (renamed A) in compliance with the Work Plan approved by the Californian State Water Board will be performed by Ninyo & Moore.

**Quality Assurance Testing.** Quality assurance testing will be performed by an independent testing firm under the direct supervision of the Consultant. All quality assurance test summaries must be accepted by the FAA prior to final inspection. Certified materials technicians will perform the necessary material quality assurance testing for the following items, as detailed in the project specifications:

- Item P-401 Plant Mix Bituminous Pavements
- Item P-610 Structural Portland Cement Concrete

**Airport Layout Plan (ALP) Update.** Updating the ALP drawings will be performed by the planning firm of

record, Coffman Associates, under the supervision of the Consultant.

**D-701 Pipe Inspections.** Pipe inspections will be completed by a third party under the supervision of the Consultant.

### **Assumptions**

The scope of services described previously, and the associated fees, are based on the following rates and assumed responsibilities of the Consultant and County.

1. For the purposes of estimating the amount of reimbursable expenses which will be incurred by the Consultant, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage, per diem, and lodging will be in accordance with the applicable, published IRS and GSA rates at the time of service and may vary from the rates used in the fee estimate.
2. 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. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.
3. The County will coordinate with tenants as required to facilitate field evaluations and construction.
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 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 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.
6. 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.
7. An AC 150/5300-18B (or Current Edition) compliant survey is not required as a part of this project. No data will be submitted to Airports GIS (AGIS) through the Airport Data and Information Portal (ADIP).

**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.
- If a project audit occurs, the Consultant is prepared to assist the Consultant in gathering and preparing the required materials for the audit.
- 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.

END OF EXHIBIT A

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**EXHIBIT B**

**TIME SCHEDULE**

The CONSULTANT will complete all work called for under Tasks 4 and 6 on a schedule submitted by the Contractor and approved by the COUNTY. Construction is expected to begin in May 2024 and be completed in August 2024. Task 5 will be completed within one year of the Notice to Proceed for Construction.

END OF EXHIBIT B

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**EXHIBIT C**

**FEES and PAYMENT**

**1. FEES**

- A. County shall Compensate Consultant for all services detailed in Exhibit A, Tasks 4 and 5 –on a lump sum basis not to exceed XXX,XXX Dollars (\$XXX,XXX). This amount shall not be exceeded without written authorization from the COUNTY.
- B. County shall Compensate Consultant for all services detailed in Exhibit A, Task 6 –on a cost plus fixed fee basis amount of XXX,XXX Dollars (\$XXX,XXX). Payment shall be made based upon actual time and expenses as approved by the COUNTY based upon the rates included in the Construction Administration Services Cost Breakdown.

**2. PAYMENT**

Payment will be made monthly on presentation of an invoice and supporting documentation (i.e. time sheets, reimbursables, etc.) to the Department of Airports for services actually performed against the Scope of Work and Services detailed in EXHIBIT "A" and as outlined under Fees above. Separate invoices are to be submitted for each Fee item. Payment will be processed within 30 days from receipt of the invoice and supporting documentation by the Department of Airports, or within 10 days from receipt of the Department of Airports approved invoice by the Auditor-Controller's office.

END OF EXHIBIT C

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**ADD Administrative Fee Cost Breakdown**





**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 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:
- 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 products
3. 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.
2. That failure to submit the required documentation within the specified timeframe is cause for a nonresponsive determination may results 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 furnish US domestic product for any waiver request that the FAA rejects.
5. 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:

- a) 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)

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

**Type 4 Waiver** – Total cost of project using 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.
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 than 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 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.

<b>Requirement</b>	<b>Federal Agency with Enforcement Responsibilities</b>
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.

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 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:

- 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))

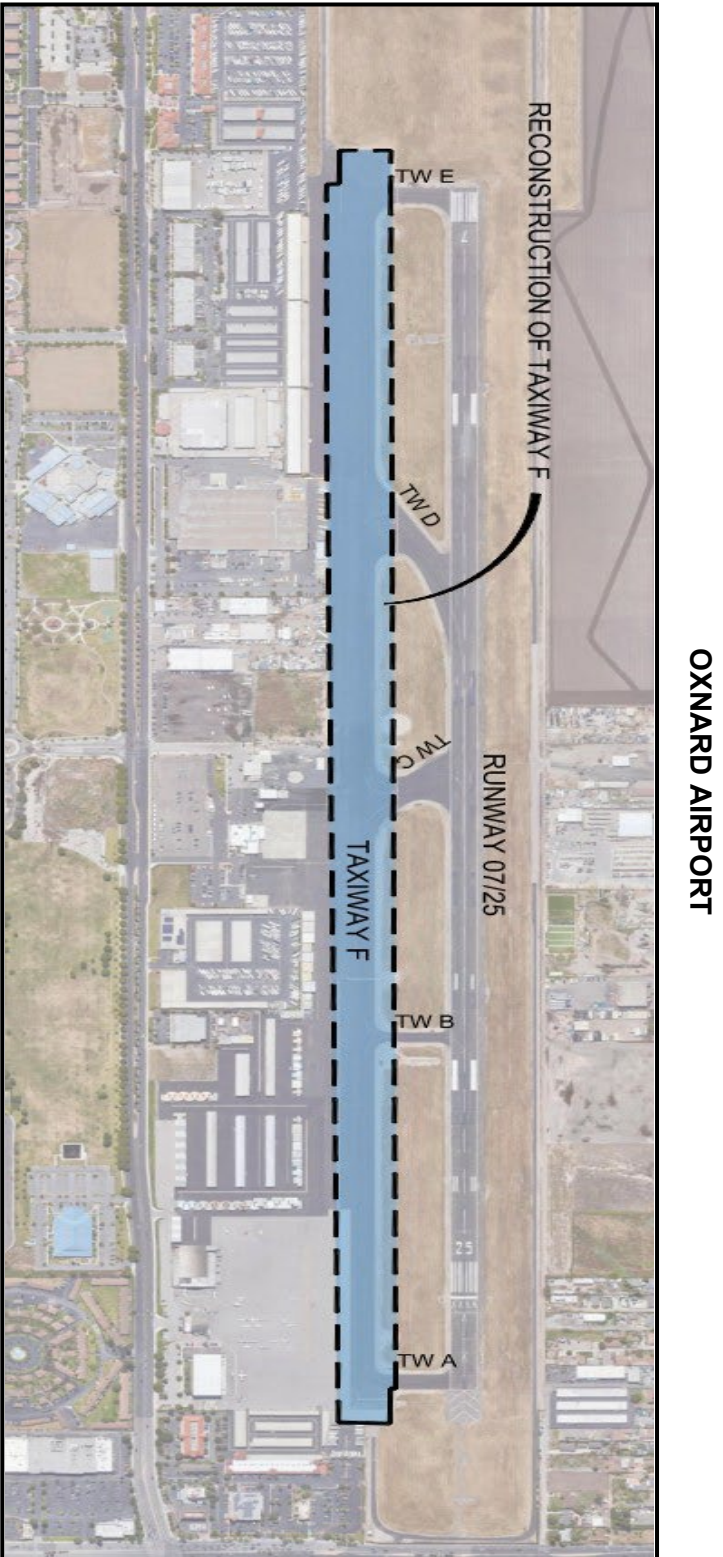
In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 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)

# EXHIBIT 2 - PROJECT LOCATION MAP







**COUNTY of VENTURA**  
Department of Airports

555 Airport Way, Suite B  
Camarillo, CA 93010  
Phone: (805) 388-4372  
Fax: (805) 388-4366  
<https://vcairports.org>

January 10, 2024

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

**Subject: Approval of, and Authorization for the Director of Airports or His Designee to Sign, Amendment No. 1 to the Consulting Services Contract AEA 22-09 for the Oxnard Airport Construction Administrative Services for Connector Taxiways Pavement Reconstruction with Jviation, a Woolpert Company, Extending Contract Time and Increasing the Total Amount of the Contract by \$145,994 to \$820,793**

**Recommendation:**

Staff requests that your Commission/Authority recommend that the Board of Supervisors:

Approve, and authorize the Director of Airports or his designee to sign, Amendment No.1 to the Consulting Services Contract AEA 22-09 with Jviation, a Woolpert Company, for the Oxnard Airport Construction Administrative Services for Connector Taxiways Pavement Reconstruction, extending contract time and increasing the total amount of the contract by \$145,994 to \$820,793 (Exhibit 1).

**Fiscal/Mandates Impact:**

Mandatory: *No*

Source of funding: *Federal Aviation Administration (90% of eligible items)*  
*Caltrans (up to 4.5%)*  
*Contractor Liquidated Damages*

Funding match required: *Airport Enterprise Fund (5.5% plus non-eligible items)*

Impact on other departments: *None*



<b><u>Summary of Revenue and Project Costs</u></b>	<b><u>FY 2023/24</u></b>	<b><u>FY 2024/25</u></b>
Revenue: FAA (Federal – FAA)	\$ 607,319	\$ 0
(State – Caltrans)	\$ 30,366	\$ 0
Liquidated Damages	\$ 145,994	\$ 0
Direct Costs	\$ 820,793	\$ 0
Net Costs – Airport Enterprise Fund	\$ 37,114	\$ 0

**Current Fiscal Year Budget Projection:**

FY 2023-24 Budget Projection for Airports Capital Projects Division 5040 - Unit 5041*				
	Adopted Budget	Adjusted Budget	Projected Budget	Estimated Savings/ (Deficit)
Appropriations	\$19,566,851	\$19,566,851	\$19,566,851	\$0
Revenue	17,595,436	17,595,436	17,595,436	0
Net Cost	\$ 1,971,415	\$ 1,971,415	\$ 1,971,415	\$0

*Sufficient revenue and appropriations are available in the FY 23-24 capital budget.*

\*Includes interest and capital assets.

**Strategic Priority:**

This project supports the County’s Strategic Priorities to support fiscal responsibility, economic vitality, reliable infrastructure and sustainability.

**Discussion:**

On October 4, 2022, the Board of Supervisors authorized the Department of Airports to enter into a consulting services contract with Jviation, a Woolpert Company, for construction administration services for improvements at the Oxnard Airport (Exhibit 2). The project included a base bid to reconstruct taxiway connectors A and E, relocation of an FAA powerline, as well as a bid alternate to reconstruct the remaining taxiway connectors B, C, and D.

The Airport successfully completed the construction project in September of 2023. However, the contractor exceeded the construction contract time, requiring additional construction administrative engineering and quality assurance testing services from Jviation. Due to the contractor exceeding contract time, the Airport will be receiving liquidated damages which will help offset the additional expenses incurred by Jviation. Therefore, staff requests your Commission/Authority approve the proposed Amendment No. 1, extending the contract time for completion of the contract and increasing the fee

AAC/OAA

Approval of Amendment No. 1 to the Consulting Services Contract with Jviation, a Woolpert Company

January 10, 2024

Page 3

for services to cover the fees incurred as a result of the increased construction oversight needed to complete the project.

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

Attachments:

Exhibit 1 – Amendment No. 1

Exhibit 2 – Contract

**DRAFT**

**CONSULTING SERVICES CONTRACT: AEA 22-09  
AMENDMENT of CONTRACT NO. 1**

**Oxnard Airport – CONSTRUCTION ADMINISTRATION  
SERVICES FOR CONNECTOR TAXIWAYS PAVEMENT  
RECONSTRUCTION**

The County of Ventura (County), and Jviation, a Woolpert Company, (Consultant) enter into this agreement (Amendment No. 1) to amend the existing consulting services contract between them, entered into on December 12, 2022, for construction administrative services for the Connector Taxiways Pavement Reconstruction at Oxnard Airport (Contract).

County and Consultant desire to amend the terms of said existing Contract to cover additional engineering and quality assurances costs associated with the construction administration required as a result of the contractor not completing the project within the allowed time.

NOW THEREFORE, County and Consultant agree as follows:

1. All provisions of the existing Contract remain in full force and effect except as expressly modified by this Amendment.
2. The following changes are made to the Contract:
  - a. EXHIBIT B, TIME SCHEDULE, is replaced in its entirety with the following:

The CONSULTANT will complete all work called for under Tasks 4 through 6 by December 31, 2024.

- b. EXHIBIT C, I. FEES, replace Paragraphs I.A and I.B with the following:
      - A. County shall Compensate Consultant for all services detailed in Exhibit A, Tasks 4 and 5 on a lump sum basis not to exceed Four Hundred Thirty-one Thousand Seven Hundred Forty-four Dollars (\$431,744). This amount shall not be exceeded without written authorization from the COUNTY.
      - B. County shall Compensate Consultant for all services detailed in Exhibit A, Task 6 on a cost-plus fixed fee basis amount of Three Hundred Eighty-nine Thousand Forty-nine Dollars (\$389,049). Payment shall be made based upon actual time and expenses as approved by the COUNTY based upon the rates included in the Construction Administration Services Cost Breakdown.

- 3. By this Amendment, the current Contract amount of Six Hundred Seventy-four Thousand Seven Hundred Ninety-nine dollars (\$674,799) is increased by One Hundred Forty-five Thousand Nine Hundred Ninety-four dollars (\$145,994), to a total of Eight Hundred Twenty Thousand Seven Hundred Ninety-three dollars (\$820,793).

CONSULTANT: JVIATION, A WOOLPERT COMPANY, INC. Taxpayer No.: \_\_\_\_\_

Dated: \_\_\_\_\_  
\_\_\_\_\_  
Print Name and Title

Dated: \_\_\_\_\_  
\_\_\_\_\_  
Print Name and Title

COUNTY: County of Ventura

Dated: \_\_\_\_\_  
Keith Freitas Director of Airports

CONSULTING SERVICES CONTRACT: AEA 22-09  
AMENDMENT of CONTRACT NO. 1

Oxnard Airport – CONSTRUCTION ADMINISTRATION SERVICES  
FOR CONNECTOR TAXIWAYS PAVEMENT RECONSTRUCTION

**AEA 22-09  
CONTRACT**

**CONSULTING SERVICES CONTRACT  
AEA No. 22-09  
Oxnard Airport – CONSTRUCTION ADMINISTRATION SERVICES FOR  
CONNECTOR TAXIWAYS PAVEMENT RECONSTRUCTION**

This is a Contract, made and entered into this December 12, 2022, by and between the COUNTY OF VENTURA, (COUNTY), and JVIATION, a WOOLPERT COMPANY, 720 South Colorado Boulevard, Suite 1200-S Glendale, CO 80246 (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 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.

**AEA 22-09  
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 JVIATION, 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

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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



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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



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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: JVIATION, A WOOLPERT COMPANY

Taxpayer No.: 26-1584377

Dated: 12/9/2022

DocuSigned by:  
*Jason Virzi*  
88C68044F188434...

Jason Virzi Vice President

Print Name and Title

Dated: \_\_\_\_\_

\_\_\_\_\_

Print Name and Title

COUNTY: County of Ventura

Dated: 12/12/2022



Keith Freitas, Director of Airports

**EXHIBIT A**

**Scope of Services  
Oxnard Airport - Construction Administration Services  
For Connector Taxiways Pavement Reconstruction**

**I. PROJECT DESCRIPTION**

This project shall consist of Construction Administration, Post-Construction Coordination, and On-Site Construction Coordination, for the Reconstruction of Connector Taxiways A-E. This scope of work is for the consulting services provided by the Consultant for the County. See Exhibit No. 1 below for the project location.



**EXHIBIT NO. 1**

This project shall consist of the reconstruction of Taxiway Connectors A, B, C, D, and E from the edge of the runway to transition work on Taxiway F. The proposed construction for this project was previously bid as components of a larger project that were not awarded due to funding and re-packaged into two schedules and one bid alternate of work.

The proposed project consists of a base bid associated with the reconstruction of Taxiway Connectors A and E as well as the relocation of the FAA power line. In addition to the base bid, there is one bid alternate consisting of the reconstruction of Taxiway Connectors B, C, and D.

The approximate construction costs associated with this project, based on the different possible award scenarios, is summarized in the table below:

	<b>Base Bid</b>	<b>Bid Alt No. 1</b>	<b>Base Bid + Bid Alt No. 1</b>
<b>As-Bid Construction Cost</b>	\$3,522,136.08	\$4,184,399.00	\$7,706,535.08

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The engineering fees for this project will be categorized under, **Basic Services**, which includes; 4) Construction Administration Phase, 5) Post-Construction Coordination Phase, 6) On-Site Construction Coordination Phase or Field Engineering, and Reimbursable Costs During Construction. Additional services that will be completed by subconsultants to the Consultant, include quality assurance testing during construction, updating the Airport Layout Plan, and post-construction pipe inspection per Item D-701 Pipe for Storm Drains and Culverts. Basic Services and the associated subphases are described in more detail below. The Basic Services outlined in this scope of work are considered Special Services in FAA Advisory Circular 150/5100-14 (Current Edition), *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*.

## II. SCOPE OF SERVICES

The Scope of Services to be provided by CONSULTANT is detailed in the following Tasks. **BASIC SERVICES** consists of the Construction Administration Phase, Post-Construction Coordination Phase (invoiced on a lump sum basis), and On-Site Construction Coordination Phase (invoiced on a cost plus fixed fee basis). Also included are direct subcontract costs for quality assurance testing during construction, updating the Airport Layout Plan, and post-construction pipe inspection.

### 4.0 Construction Administration Phase

**4.01 Prepare Project Scope of Work and Coordinate Contract.** This task includes establishing the scope of work. Fees shall 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.

**4.02 Prepare Construction Contract and Documents.** In agreement with the FAA, the Consultant shall prepare the Notice of Award, Notice to Proceed, and Contract Agreements, including bonds and insurance documents, which will be updated to include all addenda items issued during bidding, for approval and signatures. Copies will be submitted to the successful Contractor for their signatures.

The Consultant will ensure the construction contracts are in order, the bonds have been completed, and the Contractor has been provided with adequate copies of the Construction Plans, Specifications, and Contract Documents, which will be updated to include all addenda items issued during bidding.

**4.03 Provide Project Coordination.** The Consultant shall provide project management and coordination services to ensure the completion of all construction management tasks required of the Consultant. 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.

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- 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 Project Manager will review progress reports weekly and monthly.
- Assist with change orders and supplemental agreements as necessary. All change orders and supplemental agreements will be coordinated with the County and FAA staff prior to execution. All change orders and supplemental agreements will be prepared in accordance with the FAA Standard Operating Procedure (SOP) 7.0, *Airport Improvement Program Construction Project Change Orders*.
- Clerical staff shall prepare the quantity sheets, testing sheets, construction report format, etc.
- Office engineering staff, CAD personnel and clerical staff shall be required to assist the Field Personnel as necessary during construction. Specific tasks to be accomplished include providing secondary engineering opinions on issues arising during construction, maintaining project files as necessary and various other tasks necessary in the day-to-day operations.
- 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.
- Prepare quarterly performance reports.

**4.04 Review Environmental Documentation.** This task includes the review of the overall environmental exhibit in relation to final construction documents as well as coordination throughout construction to ensure environmental commitments are maintained and environmental resources are protected.

**4.05 Coordinate Quality Assurance Testing.** This task includes preparing the requirements for quality assurance testing. Negotiating with the quality assurance testing firm for a cost to perform the work is also included in this task.

**4.06 Coordinate Airport Layout Plan Update.** This task includes preparing the requirements for updating the Airport Layout Plan. Negotiating with the planning firm, Coffman Associates, for a cost to perform the work is also included in this task.

**4.07 Coordinate Post Construction Pipe Inspections.** This task includes preparing the requirements for post construction pipe inspection per Item D-701 Pipe for Storm Drains and Culverts. Negotiating with the pipe inspection firm for a cost to perform the work is also included in this task.

**4.08 Prepare/Conduct Pre-Construction Meeting.** The Consultant will conduct a pre-construction meeting to review FAA requirements as required per FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Airport Construction Projects*,

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prior to the commencement of construction. As a part of this meeting, the Consultant will also discuss the environmental plan sheet, surveyed areas, and environmental commitments. The meeting will be held at the airport and will include the County, FAA (if possible), Contractor, subcontractors and airport tenants affected by the project.

**4.09 Prepare/Submit Construction Management Plan.** This task includes preparing and submitting the Construction Management Plan, which includes resumes of project personnel representing the stakeholders, detailed inspection procedures, required submittal processes, quality control testing methods, quality assurance testing methods, final test result summary forms, and the Contractor’s Quality Control Program (CQCP). The Construction Management Plan shall be prepared to follow the requirements of FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Projects*.

**4.10 Review Contractor’s Safety Plan Compliance Document.** This task includes reviewing and providing comments on the Contractor’s Safety Plan Compliance Document (SPCD) as required per FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. The Consultant shall review to ensure that all applicable construction safety items are addressed and meet the requirements of AC 150/5370-2 (Current Edition) and the Contract’s Construction Safety and Phasing Plan (CSPP). The intent of the SPCD is to detail how the Contractor will comply with the CSPP. Following award of the project to the successful Contractor and prior to the issuance of the Notice to Proceed, the Consultant will review the SPCD, provide comments and ultimately approval of the document. It is anticipated that the document will require at least one re-submittal by the Contractor to address any missing information. The SPCD will be submitted to the Consultant for approval at least 14 days prior to the issuance of the Notice to Proceed to the Contractor. An approved copy of the SPCD shall be provided to the FAA.

**4.11 Prepare Requests for Federal Grant Reimbursement.** Not Applicable. The County will prepare and submit forms and supporting documentation to the FAA for reimbursement.

**4.12 Perform Site Visits During Construction.** The Consultant shall make on-site visits, as required, throughout the duration of the project. As of now, it is estimated that the Project Manager will be required to make a minimum of two (2) site visits to the project.

**4.13 Attend Partnering Workshops.** Prior to the commencement of construction, the Consultant will attend a two-day workshop hosted by a third-party facilitator engaged by the Contractor. Additionally, the Consultant will attend a follow-up partnering workshop during the middle portion of the project to revisit the project goals.

<b>TASK 4 DELIVERABLES</b>	<b>TO FAA/S TATE</b>	<b>TO COUNT Y</b>
4.01 Construction SOW and Coordinate Contract	✓	✓
4.02 Notice of Award, Notice to Proceed, and Contract Agreement	✓	✓

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4.02 Issue Construction Plans, Specifications, and Contract Documents	✓	✓
4.03 Monthly Invoice and Monthly PSR		✓
4.03 Pay Request Review Documentation		✓
4.03 Weekly/Monthly Reports	✓	✓
4.03 Quarterly Performance Reports	✓	✓
4.03 Change Orders/Supplemental Agreements	✓	✓
4.08 Pre-Construction Agenda and Meeting Minutes	✓	✓
4.09 Construction Management Plan	✓	✓
4.10 Review and Approval of SPCD and Final SPCD	✓	✓

<b>TASK 4 MEETINGS/SITE VISITS</b>	<b>LOCATION/ATTENDEES/DURATION</b>
4.08 Conduct Pre-Construction Meeting	<ul style="list-style-type: none"> <li>Oxnard, CA One (1) Project Manager, One (1) Construction Manager, and One (1) Field Engineer; Assume full day site visit Assume travel to/from Denver, CO to Oxnard, CA with one (1) overnight stay for Project Manager</li> </ul>
4.12 Perform Site Visits During Construction	<ul style="list-style-type: none"> <li>Oxnard, CA One (1) Project Manager Assume full day site visit (2 site visits) Assume travel to/from Denver, CO to Oxnard, CA with one (1) overnight stay for Project Manager for each site visit</li> </ul>
4.13 Attend Partnering Workshops	<ul style="list-style-type: none"> <li>Oxnard, CA One (1) Project Manager, One (1) Construction Manager, and One (1) Field Engineer Assume full day site visit (2 site visits)  Assume travel to/from Denver, CO to Oxnard, CA with one (1) overnight stay for Project Manager for each site visit</li> </ul>

**5.0 Post-Construction Coordination Phase**

**5.01 Prepare Final Testing Report.** The Consultant will submit the quality assurance testing summary report, which will include for each applicable material, a narrative of tests taken, verification that minimum testing frequencies were exceeded, and discussion of problems encountered during construction and their resolutions. Additionally, the Summary of Material Acceptance Tests table (from Construction Management Plan) will be updated to include the actual number of tests taken and the associated testing frequency for each specification item to the FAA for review and approval.

**5.02 Coordinate and Review Final Surveys.** The Consultant will coordinate an as-built survey that includes the following tasks:

- ➔ Taxiway centerline and edge of pavement profiles at 50-foot stations
- ➔ Safety area on a 50-foot grid (inclusive of all disturbed areas)



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- Airport lighting, signage, NAVAIDS and any other components installed or affected by this project.
- Taxiway pavement markings
- Utility structures, markers and horizontal locations

**5.03 Coordinate Flight Check.** The Consultant will coordinate the flight check with the County and FAA during and upon completion of construction. The flight check will be coordinated with Flight Inspection Services through a reimbursable agreement with the County.

**5.04 Prepare Clean-up Item List.** The Consultant will ensure the Contractor has removed all construction equipment and construction debris from the airport, that all access points have been re-secured (fences repaired, gates closed and locked, keys returned, etc.) and the site is clean.

**5.05 Conduct Final Inspection.** The Consultant, along with the County and FAA (if available), shall conduct the final inspection. The quality assurance testing summary report must be accepted by the FAA prior to final inspection.

**5.06 Prepare Engineering Record Drawings.** The Consultant will prepare the record drawings indicating modifications made during construction. The record drawings will be provided to the FAA electronically.

**5.07 Prepare Final Construction Report.** The Consultant will prepare the final construction report to meet the applicable FAA closeout checklist requirements.

**5.08 Prepare DBE Uniform Report.** The Consultant will prepare the Uniform Report of DBE Awards or Commitments and Payments (DBE Uniform Report) for the County to submit to the FAA.

**5.09 Coordinate Airport Layout Plan (ALP) Update.** The Consultant will coordinate with Coffman Associates to update the ALP to reflect the work completed for this project. A draft version of the ALP will be submitted to the ADO for review. Upon approval by the FAA, the Consultant shall assist the County in preparing copies for signature of the revised sheets and submitting to the FAA for final approval.

**5.10 Summarize Project Costs.** The Consultant will be required to obtain all administrative expenses, engineering fees and costs, testing costs, and construction costs associated with the project and assemble a total project summary. The summary will be analyzed with the associated project funding.

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<b>TASK 5 DELIVERABLES</b>	<b>TO FAA/S TATE</b>	<b>TO COUNT Y</b>
5.01 Final Testing Report	✓	✓
5.02 As-Built Survey	✓	✓
5.04 Clean-up List		✓
5.05 Punchlists		✓
5.06 Record Drawings	✓	✓
5.07 Final Construction Report	✓	✓
5.08 DBE Uniform Report	✓	✓
5.09 Updated ALP	✓	✓
5.10 Project Cost Summary	✓	✓

<b>TASK 5 MEETINGS/SITE VISITS</b>	<b>LOCATION/ATTENDEES/DURATION</b>
5.05 Conduct Final Inspection	<ul style="list-style-type: none"> <li>• Oxnard, CA</li> <li>One (1) Project Manager</li> <li>Assume full day site visit (1 site visit)</li> <li>Assume travel to/from Denver, CO to Oxnard, CA</li> <li>with one (1) overnight stay for Project Manager</li> </ul>

**6.0 On-Site Construction Coordination Phase**

This phase will consist of providing one full-time Construction Manager supported by one full-time Field Engineer. It shall be the responsibility of the Construction Manager to facilitate sufficient on-site construction coordination to ensure that the project is completed according to good construction practice and the Project Manager's direction. The table below summarizes the estimated duration of construction based on the awarded bid alternates.

<b>Contract Awarded</b>	<b>Schedule I (Calendar Days)</b>			<b>Schedule II</b>	<b>Bid Alternate 1</b>		<b>Total (Calendar Days)</b>
	<b>Preconstruction Mobilization</b>	<b>Phase 1</b>	<b>Phase 2</b>	<b>Phase 3</b>	<b>Phase 4</b>	<b>Phase 5</b>	
<b>Base Bid Only</b>	10	24	25	3*			59
<b>Base Bid + Bid Alt 1</b>	10	24	25	3*	35	2	96

\* Schedule II, Phase 3 is concurrent to Schedule I, Phase 2

**6.01 Provide Resident Engineering.** The Construction Manager will work approximately **10 hours per day** and the one full-time Field Engineer will be on-site approximately **10 hours per day**. It is assumed that the Construction Manager and Field Engineer will be able to complete all daily project documentation in the course of their shift. It is assumed that the Contractor will work **six (6) days** a week during the construction period.



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In summary, the following personnel is proposed: <b>PERSONNEL</b>	<b>WORKING DAYS</b>
<b>Base Bid Only</b>	
Construction Manager	51
Field Engineer No. 1	51
<b>Base Bid + Bid Alternate 1</b>	
Construction Manager	83
Field Engineer No. 1	83

The following tasks will be performed during the course of a typical day's shift during construction:

- a. Per FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, the FAA requires a quality assurance and quality control workshop when paving operations are anticipated to be greater than \$500,000. The Consultant will attend the workshop, which will be conducted by the Contractor, to review project and FAA requirements prior to the commencement of construction. The location of the meeting will be coordinated by the Consultant and Contractor and will include representatives from the County, Consultant, FAA (if possible), Contractor, subcontractors, quality assurance, quality control, and any other necessary parties. Paving operations will not be permitted prior to this meeting's occurrence. Other meetings may be required to resolve specific material quality, production, and/or placement issues.
- b. Review construction submittals, including shop drawings and materials proposed for use on the project, submitted by the Contractor for conformance with the project's Contract Documents. Submittals will either be approved, conditionally approved, or rejected and returned to the Contractor for their records and/or to make changes or revisions. The Consultant will prepare and maintain a submittal register to log the submittals received. The submittal register will include information on the submitted items including date received, date returned, and action taken, and will be made available to the County and Contractor upon request.
- c. Review copies of the survey data and other construction tasks for general compliance with the construction documents.
- d. Review the Stormwater Pollution Prevention Plan (SWPPP) prepared by the Contractor and their Qualified SWPPP Developer (QSD).
- e. Coordinate, review, and provide a response to construction and general project Requests for Information (RFIs).
- f. Prepare and process change orders.
- g. Conduct employee interviews and review Contractor's and subcontractor's weekly payroll records as required by the FAA. As part of this effort, all payrolls must be reviewed and logged when received. A log identifying current status of reviews, and any action taken to correct noted discrepancies, will be provided for County review at time of Request for Reimbursement processing, as appropriate.
- h. Review quality control and quality assurance testing results for conformance with the project specifications.
- i. Maintain record of the progress of construction and review the quantity records with the Contractor on a periodic basis.
- j. Prepare the periodic cost estimates and review the quantities with the Contractor. The Consultant, County, and Contractor will resolve discrepancies or disagreements with the Contractor's records. The periodic cost estimate will also include all other costs associated

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- with the project (administrative costs, engineering, any miscellaneous costs). After compiling all costs, the Consultant will then submit the periodic cost estimate to the County for payment.
- k. Maintain daily logs of the construction activities for the duration of time on site, including the Construction Project Daily Inspection Checklist as required by the CSPP and SPCD.
  - l. Verify that haul routes, staging areas, stockpiles, borrow/waste areas, etc. are all remaining within the areas cleared under environmental documentation.
  - m. Prepare a weekly status report using the FAA's standard form, 5370-1. The report will be submitted to the County, the FAA, and the office following the week of actual construction activities performed.
  - n. Review payments to subcontractors and ensure timely payment of retainage to subcontractors when payment to the Contractor is made as required by the DBE Program.

<b>TASK 6 DELIVERABLES</b>	<b>TO FAA/ S TATE</b>	<b>TO COUNT Y</b>
6.01a Coordinate and Attend Quality Assurance/Quality Control Workshop	✓	✓
6.01b Coordinate Submittal Reviews		✓
6.01e Coordinate RFIs		✓
6.01f Change Orders	✓	✓
6.01g Payroll Reviews		✓
6.01h Quality Assurance/Quality Control Results Compilation	✓	✓
6.01j Periodic Cost Estimates	✓	✓
6.01m Weekly Reports	✓	✓

**EX Reimbursable Costs During Survey and Construction.** This section includes reimbursable items such as auto rental, mileage, lodging, per diem, travel, and other miscellaneous costs incurred in order to complete **Basic Services**. Sections 4 and 5 Reimbursables are invoiced on a lump sum basis, and Section 6 Reimbursables are invoiced on a cost plus fixed fee basis.

**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.

**Quality Assurance Testing.** Quality assurance testing will be performed by an independent testing firm under the direct supervision of the Consultant. All quality assurance test summaries must be accepted by the FAA prior to final inspection. Certified materials technicians will perform the necessary material quality assurance testing for the following items, as detailed in the project specifications:

- Item P-401 Plant Mix Bituminous Pavements
- Item P-610 Structural Portland Cement Concrete

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**Airport Layout Plan (ALP) Update.** Updating the ALP drawings will be performed by the planning firm of record, Coffman Associates, under the supervision of the Consultant.

**D-701 Pipe Inspections.** Pipe inspections will be completed by a third party under the supervision of the Consultant.

**Assumptions**

The scope of services described previously, and the associated fees, are based on the following rates and assumed responsibilities of the Consultant and County.

1. Reimbursable expenses are based on the following rates:
  - Per diem for lodging and meals & incidentals is based on the US General Services Administration's (GSA) current rates for the project location. Local taxes and fees have been calculated and included in addition to the GSA lodging rate.
  - Vehicle mileage reimbursement is based on the GSA Privately Owned Vehicle Mileage Reimbursement Rates, currently \$0.625/mile.
  - Rental car/vehicle use rate of \$85.00/day.
2. 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. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.
3. The County will coordinate with tenants as required to facilitate field evaluations and construction.
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 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 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.
6. 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

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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.

7. 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.

END OF EXHIBIT A

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**EXHIBIT B**

**TIME SCHEDULE**

The CONSULTANT will complete all work called for under Tasks 4 through 6 on a schedule submitted by the Contractor and approved by the COUNTY. Construction is expected to begin in January 2023 and be completed in April 2023.

END OF EXHIBIT B

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**EXHIBIT C**  
**FEES and PAYMENT**

**1. FEES**

- A. County shall Compensate Consultant for all services detailed in Exhibit A, Tasks 4 and 5 –on a lump sum basis not to exceed Four Hundred Fourteen Thousand Six Hundred Eighteen Dollars (\$372,828). This amount shall not be exceeded without written authorization from the COUNTY.
- B. County shall Compensate Consultant for all services detailed in Exhibit A, Task 6 –on a cost plus fixed fee basis amount of Three Hundred One Thousand Nine Hundred Seventy-one Dollars (\$301,971). Payment shall be made based upon actual time and expenses as approved by the COUNTY based upon the rates included in the Construction Administration Services Cost Breakdown.

**2. PAYMENT**

Payment will be made monthly on presentation of an invoice and supporting documentation (i.e. time sheets, reimbursables, etc.) to the Department of Airports for services actually performed against the Scope of Work and Services detailed in EXHIBIT "A" and as outlined under Fees above. Separate invoices are to be submitted for each Fee item. Payment will be processed within 30 days from receipt of the invoice and supporting documentation by the Department of Airports, or within 10 days from receipt of the Department of Airports approved invoice by the Auditor-Controller's office.

END OF EXHIBIT C

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Construction Administration Services Cost Breakdown

DocuSign Envelope ID: 62B2D034-C01D-40F7-BB938-CDCC3C2736B0  
 A/E PROJECT NUMBER: 3-06-0179-042-2022  
 PROJECT NAME: Reconstruction of Governor Technology A-E  
 DATE: November 21, 2022

PER HOUR BREAKDOWN

Job Category	Total Hours	Billing Rate	Total Cost
Principal	6	\$ 295.00 /hr	\$ 1,770.00
Construction Manager IV	14	\$ 235.00 /hr	\$ 3,290.00
Construction Manager III	8	\$ 210.00 /hr	\$ 1,680.00
Construction Manager II	2	\$ 140.00 /hr	\$ 280.00
Construction Manager I	3	\$ 140.00 /hr	\$ 420.00
Electrical Phase Manager IV	2	\$ 260.00 /hr	\$ 520.00
Electrical Phase Manager III	2	\$ 135.00 /hr	\$ 270.00
Electrical Phase Manager II	2	\$ 140.00 /hr	\$ 280.00
Electrical Phase Manager I	2	\$ 140.00 /hr	\$ 280.00
Construction Manager IV	2	\$ 140.00 /hr	\$ 280.00
Construction Manager III	2	\$ 140.00 /hr	\$ 280.00
Construction Manager II	2	\$ 140.00 /hr	\$ 280.00
Construction Manager I	2	\$ 140.00 /hr	\$ 280.00
SubTOTAL	64		\$ 10,540.00

Task	Principal	Construction Manager IV	Construction Manager III	Construction Manager II	Construction Manager I	Electrical Phase Manager IV	Electrical Phase Manager III	Electrical Phase Manager II	Electrical Phase Manager I	Project Coordinator	Support II	Support I	Phase Item Costs
4.0 Construction Administration Phase (Lump Sum)													
4.01 Prepare Project Scope of Work and Contract Documents	6	14											\$ 3,290.00
4.02 Prepare Construction Contract and Documents	2	8											\$ 1,680.00
4.03 Prepare Project Organization													\$ 280.00
4.04 Obtain Permits													\$ 420.00
4.05 Coordinate Quality Assurance Meetings													\$ 520.00
4.06 Coordinate As-built Layout from Utility													\$ 270.00
4.07 Coordinate Field Construction Phase Inspection													\$ 280.00
4.08 Prepare/Obtain Pre-Construction Meeting													\$ 280.00
4.09 Prepare/Obtain Construction Meeting													\$ 280.00
4.10 Prepare/Obtain Construction Meeting													\$ 280.00
4.11 Prepare Requests for Proposal/Grant Reimbursement													\$ 280.00
4.12 Attend Partnering Workshops													\$ 280.00
4.13 Attend Partnering Workshops													\$ 280.00
TOTALS	6	14											\$ 10,540.00

Job Category	Total Hours	Billing Rate	Total Cost
SubTOTAL	64		\$ 10,540.00

Task	Principal	Construction Manager IV	Construction Manager III	Construction Manager II	Construction Manager I	Electrical Phase Manager IV	Electrical Phase Manager III	Electrical Phase Manager II	Electrical Phase Manager I	Project Coordinator	Support II	Support I	Phase Item Costs
5.0 Point Construction Coordination Phase (Lump Sum)													
5.01 Prepare Field Testing Report	4	2											\$ 1,770.00
5.02 Prepare Construction Coordination Phase (Lump Sum)	4	2											\$ 1,770.00
5.03 Coordinate Field Work	4	2											\$ 1,770.00
5.04 Prepare Construction Items List	18	8											\$ 1,440.00
5.05 Conduct Field Inspection	18	8											\$ 1,440.00
5.06 Prepare Construction Report	18	8											\$ 1,440.00
5.07 Prepare Construction Report	18	8											\$ 1,440.00
5.08 Prepare Construction Report	18	8											\$ 1,440.00
5.09 Coordinate As-built Layout from Utility	4	2											\$ 1,770.00
5.10 Summarize Project Costs	4	2											\$ 1,770.00
TOTALS	76	6											\$ 16,130.00

Job Category	Total Hours	Billing Rate	Total Cost
SubTOTAL	140		\$ 16,130.00

Task	Principal	Construction Manager IV	Construction Manager III	Construction Manager II	Construction Manager I	Electrical Phase Manager IV	Electrical Phase Manager III	Electrical Phase Manager II	Electrical Phase Manager I	Project Coordinator	Support II	Support I	Phase Item Costs
6.0 On-Site Construction Coordination Phase (Lump Sum (Fixed Fee))													
6.01 On-Site Construction Coordination Phase (Lump Sum (Fixed Fee))	36	6											\$ 216.00
6.02 Estimate Construction Items Scope of Work	81	8											\$ 648.00
6.03 Total Daily Support for Resident Engineering	15	15											\$ 225.00
6.04 Extended Hours/After Hours Support of Work	15	15											\$ 225.00
6.05 Prepare Resident Engineering	15	15											\$ 225.00
TOTALS	81	6											\$ 718.00

Construction Administration Services Cost Breakdown

	Phase Fee	Reimbursable Costs	Total Costs
CONTRACT ADMINISTRATION SERVICES (Lump Sum)	\$ 101,342.00	\$ 3,334.00	\$ 104,676.00
Construction Administration Phase 1 (Lump Sum)	\$ 18,528.00	\$ 1,728.00	\$ 20,256.00
Construction Administration Phase 2 (Lump Sum)	\$ 203,880.00	\$ 6,712.00	\$ 210,592.00
<b>SUBTOTAL</b>	<b>\$ 403,750.00</b>	<b>\$ 11,774.00</b>	<b>\$ 415,524.00</b>
CONSTRUCTION ADMINISTRATION SERVICES (Lump Sum)	\$ 216,947.27	\$ 43,224.00	\$ 260,171.27
Construction Administration Phase 1 (Lump Sum)	\$ 216,947.27	\$ 43,224.00	\$ 260,171.27
<b>SUBTOTAL</b>	<b>\$ 433,894.54</b>	<b>\$ 86,448.00</b>	<b>\$ 520,342.54</b>
CONSTRUCTION ADMINISTRATION SERVICES (Lump Sum)	\$ 216,947.27	\$ 43,224.00	\$ 260,171.27
Construction Administration Phase 2 (Lump Sum)	\$ 216,947.27	\$ 43,224.00	\$ 260,171.27
<b>SUBTOTAL</b>	<b>\$ 433,894.54</b>	<b>\$ 86,448.00</b>	<b>\$ 520,342.54</b>
CONSTRUCTION ADMINISTRATION SERVICES (Lump Sum)	\$ 216,947.27	\$ 43,224.00	\$ 260,171.27
Construction Administration Phase 3 (Lump Sum)	\$ 216,947.27	\$ 43,224.00	\$ 260,171.27
<b>SUBTOTAL</b>	<b>\$ 433,894.54</b>	<b>\$ 86,448.00</b>	<b>\$ 520,342.54</b>
<b>TOTAL</b>	<b>\$ 1,274,439.11</b>	<b>\$ 250,168.00</b>	<b>\$ 1,524,607.11</b>

**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:
- 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 products
3. 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 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.
2. That failure to submit the required documentation within the specified timeframe is cause for a nonresponsive determination may results 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 furnish US domestic product for any waiver request that the FAA rejects.
5. 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:

- a) 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)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.

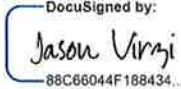
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c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**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	12/9/2022	Signature	
	Aviation, A Woolpert Company		Vice President
_____ 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 than 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.

12/9/2022 _____ Date	<div style="border: 1px solid black; padding: 2px; display: inline-block;">DocuSigned by: <i>Jason Virzi</i> 08C68044F188434</div> _____ Signature
_____ Aviation, A Woolpert Company Company Name	_____ Vice President 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.

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- 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);



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- 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;

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- 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

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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.

<b>Requirement</b>	<b>Federal Agency with Enforcement Responsibilities</b>
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.



**AEA 22-09  
CONTRACT**

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:

**AEA 22-09  
CONTRACT**

- 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.

**AEA 22-09  
CONTRACT**

**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: 12/9/2022 Executed at (city/state): Ventura, CA

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.

DocuSigned by:  
Jason Virzi Vice President  
Signature / Title (Company Representative)



# COUNTY of VENTURA

## Department of Airports

### MONTHLY ACTIVITY REPORT

Month ending October 31, 2023

#### Hangars and Tie-downs:

Camarillo				Oxnard			
	Inventory	Occupied	Available		Inventory	Occupied	Available
<b>Hangars</b>				<b>Hangars</b>			
Private	170	170	0	Private	79	79	0
County	160	160	0	County	66	66	0
Out of Service	16	0	0	Out of Service	6	0	0
<b>Total</b>	<b>346</b>	<b>330</b>	<b>0</b>	<b>Total</b>	<b>151</b>	<b>145</b>	<b>0</b>
<b>Tie-downs</b>				<b>Tie-downs</b>			
County	96	56	40	County	7	1	6
AVEX	25	18	7	Goldenwest Jet Center	15	11	4
Channel Island Aviation	35	30	5	Oxnard Jet Center	8	6	2
Visitor	35			Visitor	11		
<b>Total</b>	<b>191</b>	<b>104</b>	<b>52</b>	<b>Total</b>	<b>41</b>	<b>18</b>	<b>23</b>

#### Airport Operations:

#### Aircraft Incidents:

	Camarillo	Oxnard		Camarillo	Oxnard
Current year for the month	16,778	7,880	Current Month	2	2
Last year for the month	14,834	6,799	Current year to date	35	5
% Change	13%	16%	<b>CMA: 10/10 Disabled AC rwy 26 near twy B</b> <b>10/21 Right engine failure while airborne</b> <b>OXR: 10/6 AC turned off rwy</b> <b>10/28 Flat tire twy A3</b>		
Current year to date	145,869	65,664			
Last year to date	161,079	75,484			
% Change	-9%	-13%			

#### Other:

	Camarillo	Oxnard
Airside Citations Issued	0	0
Landside Citations issued	0	10
Cards issued to transient overnight aircraft	35	3
Other aircraft ** (Estimate)	120	15
Hangar Waiting List	31	3

\*\* Includes approximate number of aircraft occupying space in both large and small hangars by agreement with lessee or licensee



# COUNTY of VENTURA

## Department of Airports

### MONTHLY ACTIVITY REPORT

Month ending November 30, 2023

#### Hangars and Tie-downs:

Camarillo				Oxnard			
	Inventory	Occupied	Available		Inventory	Occupied	Available
<b>Hangars</b>				<b>Hangars</b>			
Private	170	170	0	Private	79	79	0
County	160	160	0	County	66	66	0
Out of Service	16	0	0	Out of Service	6	0	0
<b>Total</b>	<b>346</b>	<b>330</b>	<b>0</b>	<b>Total</b>	<b>151</b>	<b>145</b>	<b>0</b>
<b>Tie-downs</b>				<b>Tie-downs</b>			
County	96	56	40	County	7	1	6
AVEX	25	18	7	Goldenwest Jet Center	15	11	4
Channel Island Aviation	35	30	5	Oxnard Jet Center	8	6	2
Visitor	35			Visitor	11		
<b>Total</b>	<b>191</b>	<b>104</b>	<b>52</b>	<b>Total</b>	<b>41</b>	<b>18</b>	<b>23</b>

#### Airport Operations:

#### Aircraft Incidents:

	Camarillo	Oxnard		Camarillo	Oxnard
Current year for the month	14,144	6,308	Current Month	3	0
Last year for the month	12,776	6,527	Current year to date	38	5
% Change	11%	-3%	<b>CMA: 11/1 - Coyote Strike rwy 26</b> <b>11/17 - Flat tire twy A</b> <b>11/25 - Stranded A/C at compass rose</b> <b>OXR: N/A</b>		
Current year to date	160,013	71,972			
Last year to date	173,855	82,011			
% Change	-8%	-12%			

#### Other:

	Camarillo	Oxnard
Airside Citations Issued	0	0
Landside Citations issued	0	17
Cards issued to transient overnight aircraft	38	3
Other aircraft ** (Estimate)	120	15
Hangar Waiting List	31	5

\*\* Includes approximate number of aircraft occupying space in both large and small hangars by agreement with lessee or licensee



### Camarillo Noise Comment Report October 2023

Comments by Location	Number of Comments	Total Number of Households
East Neighborhoods	1	1
Midtown/Old Town	184	15
North Neighborhoods	1	1
Unspecified/Other	11	Unknown

Type of Operation	
Takeoff/Departure	6
Landing/Arrival	44
Traffic Pattern	140
Unspecified	7

**Total Comments = 197**

Time of Day	
12 a.m. – 5 a.m.	15
5 a.m. – 8 a.m.	5
8 a.m. – 6 p.m.	102
6 p.m. – 12 a.m.	75

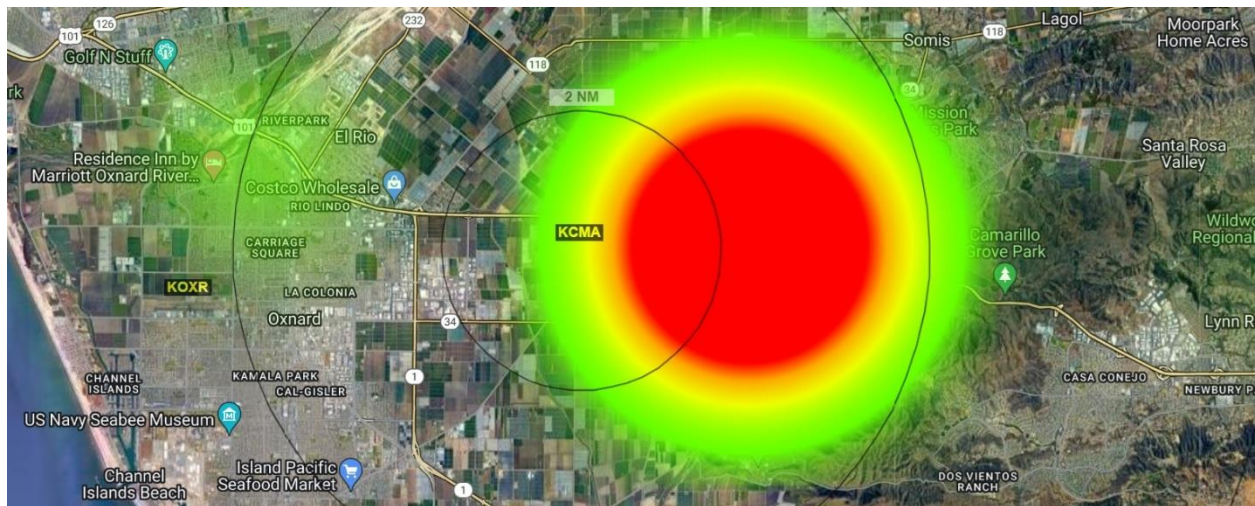
**Comment Breakdown:**

**Household #1:**  
65 (33%)

**Household #2:**  
43 (22%)

**Household #3:**  
17 (9%)

Type of Aircraft	
Single Engine Piston	0
Multi-Engine Piston	10
Turboprop	5
Turbo Jet	168
Helicopter	8
Unspecified	6





## Oxnard Noise Comment Report October 2023

Comments by Location	Number of Comments	Total Number of Households
West of Victoria & South of 5 <sup>th</sup> (Channel Islands, Oxnard Shores, Seabridge, etc.)	255	10
South Neighborhoods (Via Marina, etc.)	20	1
East Neighborhoods	0	0
North Neighborhoods	2	2
Other/Unspecified	27	Unknown

Type of Operation	
Takeoff/Departure	2
Landing/Arrival	0
Traffic Pattern	33
Unspecified	269

**Total Comments = 304**

Time of Day	
12 a.m. – 5 a.m.	3
5 a.m. – 8 a.m.	5
8 a.m. – 6 p.m.	262
6 p.m. – 12 a.m.	34

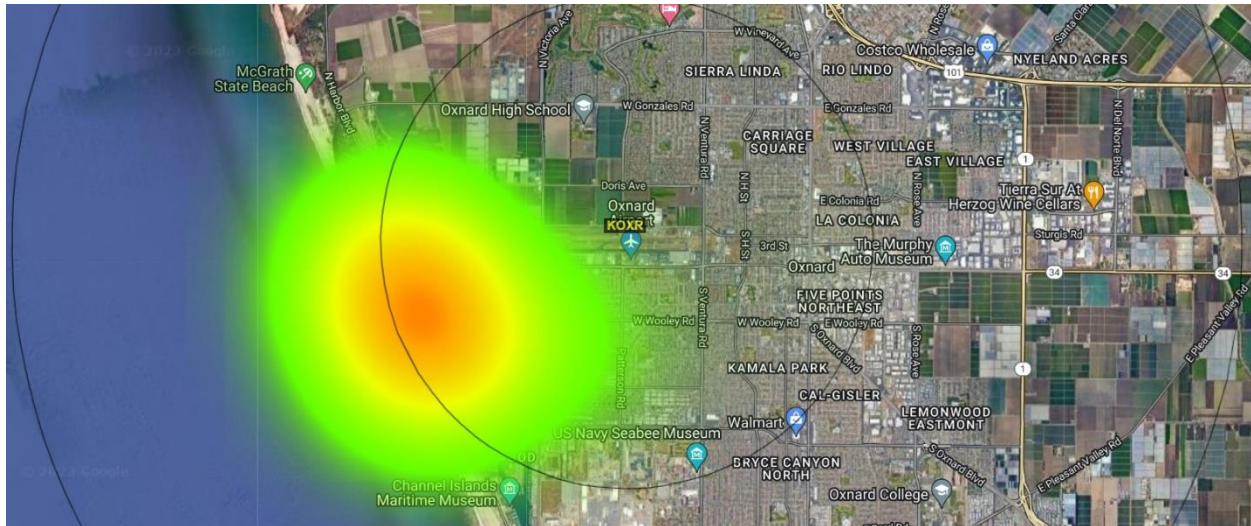
**Comment Breakdown:**

**Household #1:**  
128 (42%)

**Household #2:**  
62 (20%)

**Household #3:**  
43 (14%)

Type of Aircraft	
Single Engine Piston	112
Multi-Engine Piston	6
Turboprop	3
Turbo Jet	9
Helicopter	22
Unspecified	152



## Camarillo Noise Comment Report November 2023

Comments by Location	Number of Comments	Total Number of Households
East Neighborhoods	0	0
Midtown/Old Town	157	8
North Neighborhoods	3	3
Unspecified/Other	12	Unknown

Type of Operation	
Takeoff/Departure	3
Landing/Arrival	54
Traffic Pattern	114
Unspecified	1

**Total Comments = 172**

Time of Day	
12 a.m. – 5 a.m.	6
5 a.m. – 8 a.m.	2
8 a.m. – 6 p.m.	41
6 p.m. – 12 a.m.	123

**Comment Breakdown:**

**Household #1:**  
70 (41%)

**Household #2:**  
68 (40%)

**Household #3:**  
6 (3%)

Type of Aircraft	
Single Engine Piston	1
Multi-Engine Piston	2
Turboprop	0
Turbo Jet	159
Helicopter	0
Unspecified	10





## Oxnard Noise Comment Report November 2023

Comments by Location	Number of Comments	Total Number of Households
West of Victoria & South of 5 <sup>th</sup> (Channel Islands, Oxnard Shores, Seabridge, etc.)	172	12
South Neighborhoods (Via Marina, etc.)	21	2
East Neighborhoods	0	0
North Neighborhoods	5	2
Other/Unspecified	4	Unknown

Type of Operation	
Takeoff/Departure	1
Landing/Arrival	0
Traffic Pattern	41
Unspecified	160

**Total Comments = 202**

Time of Day	
12 a.m. – 5 a.m.	3
5 a.m. – 8 a.m.	4
8 a.m. – 6 p.m.	72
6 p.m. – 12 a.m.	123

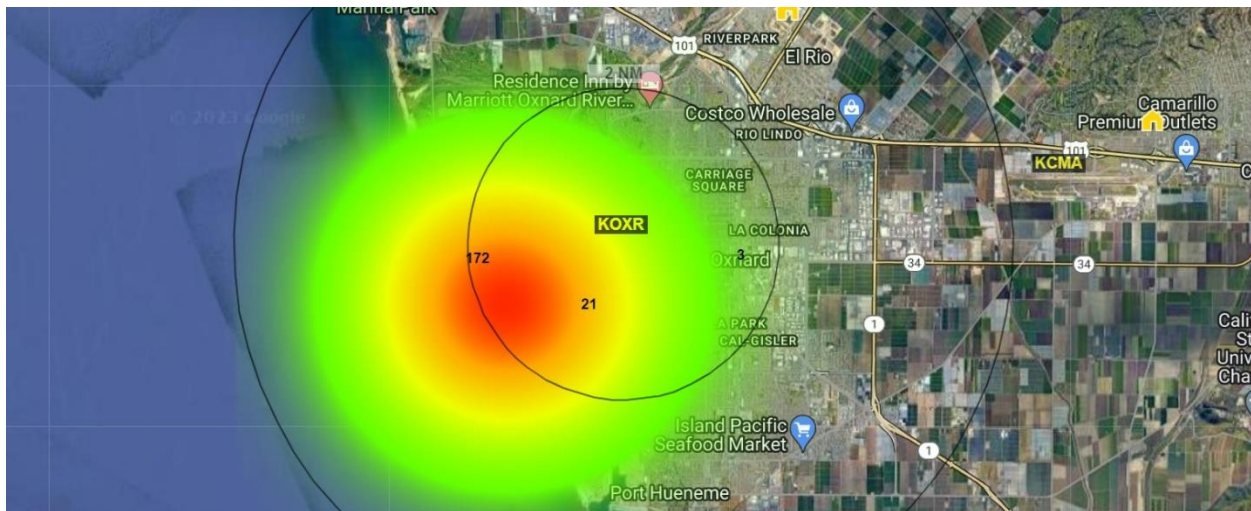
**Comment Breakdown:**

**Household #1:**  
121 (60%)

**Household #2:**  
18 (9%)

**Household #3:**  
13 (6%)

Type of Aircraft	
Single Engine Piston	17
Multi-Engine Piston	11
Turboprop	0
Turbo Jet	0
Helicopter	12
Unspecified	162





## OCTOBER 2023

### **CAMARILLO AIRPORT – AIRPORT LAYOUT PLAN UPDATE/NARRATIVE REPORT**

#### **Status Update:**

- Draft Facility Requirements chapter has been completed and submitted to airport staff.
- Draft Alternatives chapter has been completed and submitted to airport staff.
- Working on drawings associated with the ALP Drawing Set.
- Translation services for draft Facility Requirements and Alternatives chapters.
- Working on logistics and advertising for upcoming Public Information Workshop scheduled for November 14, 2023.

#### **Upcoming Action Items:**

- Public Information Workshop #2 scheduled for November 14, 2023.

**Project Percent Complete:** The project is 63.3% complete through October 2023.

### **CAMARILLO AIRPORT – BEACON RELOCATION**

#### **Status Update:**

- The FAA approved the Categorical Exclusion in a letter dated October 13, 2023.

#### **Upcoming Action Items:**

- N/A – Project complete.

**Project Percent Complete:** The project is 100% complete through October 2023.

### **CAMARILLO AIRPORT – PART 150 NOISE COMPATIBILITY STUDY**

#### **Status Update:**

- Revised Chapters 3 and 4 based on feedback from the PAC and comments from the public.

#### **Upcoming Action Items:**

- Prepare meeting summaries and responses from September 26, 2023, PAC & PIW meetings.
- Presentation to Aviation Advisory Commission on November 8, 2023, and Camarillo/Oxnard Airport Authority on November 9, 2023.
- Draft final Noise Exposure Map document for signature and submittal to FAA in December.

**Project Percent Complete:** The project is 37.7% complete through October 2023.

### **OXNARD AIRPORT – PART 150 NOISE COMPATIBILITY STUDY**

#### **Status Update:**

- Revised Chapters 3 and 4 based on feedback from the PAC and comments from the public.

#### **Upcoming Action Items:**

- Prepare meeting summaries and responses from September 25, 2023, PAC & PIW meetings.
- Presentation to Aviation Advisory Commission on November 8, 2023, and Camarillo/Oxnard Airport Authority on November 9, 2023.
- Draft final Noise Exposure Map document for signature and submittal to FAA in December.

**Project Percent Complete:** The project is 39.8% complete through October 2023.

## **ANNUAL CONSULTING SERVICES CONTRACT (AEA No. 24-01)**

### **Status Update:**

- Translation services for Camarillo ALP Update/Narrative Report to include narrative, exhibits, and presentation boards associated with draft Facility Requirements and Alternatives chapters and upcoming Public Information Workshop.

### **Upcoming Action Items:**

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

**Project Percent Complete:** 8.2% of the not-to-exceed amount of \$125,000 has been completed through October 2023.



## **NOVEMBER 2023**

### **CAMARILLO AIRPORT – AIRPORT LAYOUT PLAN UPDATE/NARRATIVE REPORT**

#### **Status Update:**

- Public Information Workshop #2 conducted on November 14, 2023.
- Working on drawings associated with the ALP Drawing Set.

#### **Upcoming Action Items:**

- Coordinate with airport staff on capital improvement program (CIP) for inclusion into the Narrative Report.
- Continued work on draft ALP Drawing Set.
- Coordinate with airport staff on logistics for Public Information Workshop #3 set for first quarter of calendar year 2024.

**Project Percent Complete:** The project is 66.1% complete through November 2023.

### **CAMARILLO AIRPORT – PART 150 NOISE COMPATIBILITY STUDY**

#### **Status Update:**

- Prepared meeting summaries and responses from September 26, 2023, PAC & PIW meetings.
- Presented to Aviation Advisory Commission on November 8, 2023, and Camarillo/Oxnard Airport Authority on November 9, 2023.
- Assisted with meeting preparation for Camarillo City Council update on December 13, 2023.
- Prepared draft final Noise Exposure Map submittal to FAA in December.

#### **Upcoming Action Items:**

- Translate meeting summaries and responses from second PAC and PIW.
- Print draft final Noise Exposure Map document for submittal to FAA in December.

**Project Percent Complete:** The project is 39.6% complete through November 2023.

### **OXNARD AIRPORT – PART 150 NOISE COMPATIBILITY STUDY**

#### **Status Update:**

- Prepared meeting summaries and responses from September 25, 2023, PAC & PIW meetings.
- Presented to Aviation Advisory Commission on November 8, 2023, and Camarillo/Oxnard Airport Authority on November 9, 2023.
- Prepared draft final Noise Exposure Map submittal to FAA in December.

#### **Upcoming Action Items:**

- Translate meeting summaries and responses from second PAC and PIW.
- Print draft final Noise Exposure Map document for submittal to FAA in December.

**Project Percent Complete:** The project is 41.8% complete through November 2023.

## **ANNUAL CONSULTING SERVICES CONTRACT (AEA No. 24-01)**

### **Status Update:**

- Prepared CatEx Letter for Oxnard ATCT Phase I.
- Prepared CatEx Letter for Oxnard Apron Reconstruction Design & Geotech Testing.

### **Upcoming Action Items:**

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

**Project Percent Complete:** 8.9% of the not-to-exceed amount of \$125,000 has been completed through November 2023.

November 6, 2023

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 2023

Dear Mrs. Powers,

Below is a summary of the tasks completed during the month of October 2023, by Jviation, for the Camarillo Airport:

**Conceptual Design for Runway/Taxiway Reconstruction (AIP Project No. 3-06-0339-039-2022)**

- Throughout the month of October, the County and Jviation discussed this project during coordination meetings on October 5 and 19, 2023.
- Throughout the month of October, Jviation continued to work on the conceptual design following FAA standards with a crown along the runway centerline.
- **Upcoming:**
  - Jviation will continue with the conceptual design per FAA standard.
  - Continued coordination on this project with the County and FAA as needed.

**Runway 8-26 and Taxiway A Pavement Improvements (County Project No. AEA 22-08)**

- Throughout the month of October, the County and Jviation discussed this project during coordination meetings on October 5 and 19, 2023.
- On October 10, 2023, Jviation provided the County with the Issued for 100% Review documents, including the CSPP, Contract Documents, Plan Set, Technical Specifications, Engineer's Design Memo, and one-page project summary.
- On October 20, 2023, the County provided comments on the Issued for 100% Review Plan Set. Jviation responded to several of the comments on October 23, 2023 via email and incorporated the remaining comments into the Issued for Bid documents.
- On October 25, 2023, Jviation provided the County with an updated Taxiway G1 and Northeast Taxilane Exhibit for review of the revised pavement markings.
- On October 26, 2023, Jviation provided the County with the Notice Inviting Bids to advertise on October 31 and November 14, 2023.
- On October 30, 2023, Jviation provided the County with the Issued for Bid documents, including the CSPP, Contract Documents, Plan Set, Technical Specifications, Engineer's Design Memo, and one-page project summary.
- On October 30, 2023, Jviation provided the County with the updated proposed liquidated damages for the Project.
- On October 30, 2023, Jviation provided the County with a list of potential plan holders for review.

- On October 31, 2023, Jviation opened the Project for bid on the Quest CDN website through November 30, 2023 at 10:00AM local time and contacted potential plan holders.
- **Upcoming:**
  - Continued coordination on this project with the County.
  - Pre-Bid Meeting scheduled for November 8, 2023 at 10:00AM local time followed by a site walk.
  - Contractor questions due by November 17, 2023 at 4:00PM local time.
  - Final Bid Addendum will be issued to plan holders by November 21, 2023.
  - Bid opening scheduled for November 30, 2023 at 10:00AM local time.

#### **Airport Pavement Management System (APMS) Update**

- Throughout the month of October, the County and Jviation discussed this project during coordination meetings on October 5 and 19, 2023.
- **Upcoming:**
  - Jviation will coordinate with subconsultants to assist with the completion of this project.
  - County to provide comments on Jviation's scope of work.

#### **Airport Capital Improvement Plan (ACIP) Update**

- On October 3, 2023, Jviation and the County discussed the ACIP updates during a meeting.
- On October 3 and 4, 2023, Jviation provided the County with updated ACIP summaries for FY2024-2029 prior to the County's ACIP meeting with the FAA on October 4, 2023.
- **Upcoming:**
  - Jviation will wait for direction from the County on any future tasks.

#### **On-Call Services**

- Throughout the month of October, Jviation worked on the FAA Modification of Standards for the Runway Reconstruction Project regarding the request to construct a transverse graded runway to match the existing grades rather than the standard crown along the runway centerline.
- On October 26, 2023, Jviation and the County met to discuss the FAA Modification to Standard for the Runway Reconstruction Project.
- **Upcoming:**
  - Jviation will continue to work on the FAA Modification of Standards for the Runway Reconstruction Project.

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, Mrs. Marisa Fluhr, Ms. Amanda Gross – Jviation,  
a Woolpert Company  
File

December 14, 2023

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 – November 2023

Dear Mrs. Powers,

Below is a summary of the tasks completed during the month of November 2023, by Jviation, for the Camarillo Airport:

**Conceptual Design for Runway/Taxiway Reconstruction (AIP Project No. 3-06-0339-039-2022)**

- Throughout the month of November, the County and Jviation discussed this project during coordination meetings on November 2, 16, and 30, 2023.
- Throughout the month of November, Jviation continued to work on the conceptual design following FAA standards with a crown along the runway centerline.
- **Upcoming:**
  - Jviation will submit with the conceptual design package per to the County for review.
  - Continued coordination on this project with the County and FAA as needed.

**Runway 8-26 and Taxiway A Pavement Improvements (County Project No. AEA 22-08)**

- Throughout the month of November, the County and Jviation discussed this project during coordination meetings on November 2, 16, and 30, 2023.
- On November 8, 2023, Jviation and the County held an in-person pre-bid meeting at the County of Ventura Department of Airports office in Camarillo, followed by an escorted site walk for interested contractors.
- On November 9, 13, 14, and 15, 2023, Jviation and the County coordinated on the Object Free Area (OFA) pavement markings along Taxilane G1 and the Northeast Hangar Taxilane.
- On November 13, 2023, Jviation issued Bid Addendum No. 1 to all planholders, and it included the pre-bid meeting agenda, the attendees list, and pre-bid meeting minutes.
- On November 14, 2023, the project was advertised in the Ventura County Star.
- On November 14, 2023, Jviation issued Bid Addendum No. 2 to all planholders, and it included contractor questions received and responses to those questions.
- On November 20, 2023, Jviation issued Bid Addendum No. 3 to all planholders, and it included an updated Bid Proposal, plan sheets, and specifications. This was the final addendum.
- On November 29, 2023, Jviation provided the County with the blank Tabulation of Bids prior to the opening of bids on November 30, 2023.
- On November 30, 2023, the bid opening was held and attended by the County and Jviation. One formal bid was received from Granite Construction Company. The County provided the bid package to review on December 4, 2023.

- **Upcoming:**
  - Continued coordination on this project with the County.
  - Jviation will prepare the Letter of Recommendation and bid tabulation which will be provided to the County.

#### **Airport Pavement Management System (APMS) Update**

- Throughout the month of November, the County and Jviation discussed this project during coordination meetings on November 2, 16, and 30, 2023.
- **Upcoming:**
  - Jviation will coordinate with subconsultants to assist with the completion of this project.
  - County to provide comments on Jviation's scope of work.

#### **Airport Capital Improvement Plan (ACIP) Update**

- On November 20, 2023, the BIL AIG allocation amounts were published for Fiscal Year 2024.
- **Upcoming:**
  - County will provide ACIP updates to Jviation and the ACIP summary and year-to-year data sheets will be updated by Jviation and provided to the County for review.

#### **On-Call Services**

- On November 17, 2023, Jviation provided the FAA Modification of Standards to the County for the Runway Reconstruction Project regarding the request to construct a transverse graded runway to match the existing grades rather than the standard crown along the runway centerline. The County submitted the request to the FAA for LA ADO review on November 20, 2023 and requested FAA input prior to submitting the request into the ADIP for consideration.
- **Upcoming:**
  - Jviation will wait for direction from the County on any future tasks.

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, Mrs. Marisa Fluhr, Ms. Amanda Gross – Jviation,  
a Woolpert Company  
File

November 10, 2023

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 2023

Dear Mrs. Powers,

Below is a summary of the tasks completed during the month of October 2023, by Jviation and our subconsultants for the Oxnard Airport:

**AIP Project No. 03-06-0179-038-2021 – Runway 7-25 Reconstruction**

- There were no updates to this project in the month of October.
- **Upcoming:**
  - Jviation will continue project coordination with the County.
  - County to provide Jviation with the Sponsor items needed for the Construction Closeout Report.
  - FAA to sign the FAA format of Change Order No. 6 which is for the reconciliation of as-built quantities.

**AIP Project No. 03-06-0179-042-2022 – Connector Taxiways A-E Reconstruction**

- Throughout the month of October, the County and Jviation discussed this project during coordination meetings on October 5 and 19, 2023.
- Throughout the month of October, Jviation coordinated with Granite Construction (Granite) on certified payroll reviews, subcontractor utilization, and DBE reporting information.
- On October 6, 2023, Jviation provided the liquidated damages summary to Granite according to the Contract Documents.
- On October 6, 2023, Granite provided the County and Jviation with a response letter to the liquidated damages.
- On October 10, 2023, Jviation provided the County with an exhibit depicting the excavation limits for the Project as requested by the Los Angeles Regional Water Quality Control Board.
- On October 13, 2023, Jviation provided the County with a summary of the liquidated damages discussion points in preparation for the facilitated meeting with Granite on October 20, 2023.
- On October 13, 2023, Granite provided the County and Jviation with a Notice of Potential Claim regarding the liquidated damages.
- On October 13 and 16, 2023, Jviation provided the County with a summary of the additional costs for Jviation and its quality assurance testing subconsultant due to delayed construction completion.
- On October 16, 2023, Jviation and the County held a meeting to discuss the liquidated damages prior to the facilitated meeting with Granite on October 20, 2023.
- On October 17, 2023, Jviation, the County, and the Partnering Facilitator held a meeting to discuss the liquidated damages prior to the facilitated meeting with Granite on October 20, 2023.

- On October 20, 2023, a facilitated meeting was held with Jviation, the County, Granite, and the Partnering Facilitator to discuss the liquidated damages imposed on Granite due to the delayed construction completion as well as to resolve the disputed work regarding the stockpile management.
- On October 20, 2023, Granite provided the costs without markup associated with the stockpile management disputed work.
- On October 23, 2023, the County responded to Granite's Notice of Potential Claim.
- **Upcoming:**
  - Jviation will continue project coordination with the County, FAA, and Granite.
  - Jviation to provide the County with the subcontractor utilization and DBE reporting information once received from Granite.
  - County to sign Pay Application No. 6.
  - Jviation to prepare Change Order No. 4 with the final adjustment of quantities (FAQ) to balance the project quantities.
  - Jviation to prepare Contractor Pay Application No. 7 (Semi-Final), which will include the disputed work costs.
  - Jviation to prepare Contractor Pay Application No. 8 (Final), which will include release of retainage and liquidated damages imposed on Granite.

**AIP Project No. 03-06-0179-044/045-2023 – Taxiway F Reconstruction (Construction Management (CM))**

- Throughout the month of October, the County and Jviation discussed this project during coordination meetings on October 5 and 19, 2023.
- On October 12, 2023, Jviation provided the County with the scope of work for CM services for review.
- On October 20, 2023, the County provided the FAA with the scope of work for CM services for review.
- On October 20, 2023, the County issued the Contract Award Letter, Contract, and Payment and Performance Bond form to Security Paving Company, Inc. (Security Paving). The County followed up with Security Paving on October 23, 2023 to confirm receipt of the Contract Award.
- **Upcoming:**
  - Jviation will continue project coordination with the County and Ninyo & Moore.
  - Jviation to prepare the BIL Federal Grant application.

**AIP Project No. 03-06-0179-046-2023 – Reconstruction of Terminal Apron PCC/AC & ARFF Apron (Design)**

- Throughout the month of October, the County and Jviation discussed this project during coordination meetings on October 5 and 19, 2023.
- On October 18, 2023, Jviation coordinated with Coffman Associates regarding the environmental clearance requirements for the project.
- On October 19, 2023, Jviation coordinated with the County to schedule the pre-design meeting.
- **Upcoming:**
  - Jviation to schedule the pre-design meeting with the County.

### **Air Traffic Control Tower (ATCT) Facility Assessment**

- Throughout the month of October, the County and Jviation discussed this project during coordination meetings on October 5 and 19, 2023.
- On October 10, 2023, Jviation provided the County with the ATCT Facility Condition Assessment Final Report.
- On October 18, 2023, Jviation provided the County with the ATCT cost estimate spreadsheet with the equipment and design items sorted by priority and grouped into overall costs.
- On October 18 and 19, 2023, Jviation coordinated with Coffman Associates regarding the environmental clearance requirements of the project.
- On October 30, 2023, Jviation informed the County that the FAA Contract Tower NOFO will be opening on November 1, 2023.
- **Upcoming:**
  - Jviation will continue project coordination with the County.

### **Airport Pavement Management System (APMS) Update**

- Throughout the month of October, the County and Jviation discussed this project during coordination meetings on October 5 and 19, 2023.
- **Upcoming:**
  - Jviation will coordinate with subconsultants to assist with the completion of this project.
  - County to provide comments on Jviation's scope of work.

### **Airport Capital Improvement Plan (ACIP) Update**

- On October 3, 2023, Jviation and the County discussed the ACIP updates during a meeting.
- On October 3 and 4, 2023, Jviation provided the County with updated ACIP summaries for FY2024-2029 prior to the County's ACIP meeting with the FAA on October 4, 2023.
- **Upcoming:**
  - Jviation will wait for direction from the County on any future tasks.

### **On-Call Services**

- There were no updates from October 2023 on this task.
- **Upcoming:**
  - Jviation will wait for direction from the County on any future tasks.

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, Mrs. Marisa Fluhr, Ms. Amanda Gross, Ms. Tracey Salazar – Jviation, a Woolpert Company

December 15, 2023

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 – November 2023

Dear Mrs. Powers,

Below is a summary of the tasks completed during the month of November 2023, by Jviation and our subconsultants for the Oxnard Airport:

**AIP Project No. 03-06-0179-038-2021 – Runway 7-25 Reconstruction**

- There were no updates to this project in the month of November.
- **Upcoming:**
  - Jviation will continue project coordination with the County.
  - County to provide Jviation with the Sponsor items needed for the Construction Closeout Report.

**AIP Project No. 03-06-0179-042-2022 – Connector Taxiways A-E Reconstruction**

- Throughout the month of November, the County and Jviation discussed this project during coordination meetings on November 2, 16, and 30, 2023.
- Throughout the month of November, Jviation coordinated with Granite Construction (Granite) on certified payroll reviews, subcontractor utilization, and DBE reporting information.
- On November 1 and 7, 2023, Jviation and the County coordinated on the Final Adjustment of Quantities (FAQ), Contractor Pay Application No. 7 (Semi-Final), County Change Order No. 4, and Contractor Pay Application No. 8 (Final).
- On November 16, 2023, the County and the FAA versions of Change Order No. 4 were distributed to all parties for signature. The County version of Change Order No. 4 was signed by all parties on December 1, 2023.
- **Upcoming:**
  - Jviation will continue project coordination with the County, FAA, and Granite.
  - FAA to sign the FAA version of Change Order No. 4.
  - Jviation to provide the County with the subcontractor utilization and DBE reporting information once received from Granite.
  - Jviation to distribute Contractor Pay Application No. 7 (Semi-Final), which will include the disputed work costs, once Change Order No. 4 is signed by all parties.
  - Jviation to distribute Contractor Pay Application No. 8 (Final), which will include release of retainage and liquidated damages imposed on Granite, once the Release on Contract (ROC) is received and processed.



**AIP Project No. 03-06-0179-044/045-2023 – Taxiway F Reconstruction (Construction Management (CM))**

- Throughout the month of November, the County and Jviation discussed this project during coordination meetings on November 2, 16, and 30, 2023.
- On November 1, 2023, Jviation provided the County with the Federal BIL Grant Application for review. The County provided review comments to Jviation on November 20, 2023. Jviation resubmitted the BIL Grant Application to the County on November 30, 2023 for review.
- On November 9, 2023, Jviation provided the County with the draft Notice of Proceed for Preconstruction Project Coordination to provide to Security Paving.
- On November 9, 2023, the County provided Jviation with the contract and subcontracts from Security Paving for review. Jviation provided review comments on November 15 and 16, 2023. The comments were provided to Security Paving on November 17, 2023.
- On November 16, 2023, the County provided Jviation with the approval letter for the Taxiway F Waste Characterization Work Plan. Jviation began coordination with Ninyo & Moore and requested a proposal to complete the soil sampling and testing.
- **Upcoming:**
  - Jviation will continue project coordination with the County and Ninyo & Moore.
  - Jviation will provide the County with a revised Federal BIL Grant Application.
  - The County and Jviation will have a meeting with the Prime Contractor, Security Paving, on December 18, 2023 to begin coordination on pre-construction activities.

**AIP Project No. 03-06-0179-046-2023 – Reconstruction of Terminal Apron PCC/AC & ARFF Apron (Design)**

- Throughout the month of November, the County and Jviation discussed this project during coordination meetings on November 2, 16, and 30, 2023.
- On November 8 and 14, 2023, Jviation and the County held pre-design meetings for the project and provided minutes from the meetings on November 10 and 14, 2023.
- On November 13, 2023, Jviation and the County coordinated on the Simple Written Request for a CATEX for this project. The County provided the Simple Written Request for a CATEX to the FAA on November 14, 2023. The FAA responded by requesting a documented CATEX for the full project including the construction. Coffman Associates requested information needed from Jviation to complete the documented CATEX on November 17, 2023 which was provided on December 11, 2023.
- **Upcoming:**
  - Jviation to prepare the Scope of Work for design services.

**Air Traffic Control Tower (ATCT) Facility Assessment**

- Throughout the month of November, the County and Jviation discussed this project during coordination meetings on November 2, 16, and 30, 2023.
- On November 13, 2023, Jviation and the County coordinated on the Simple Written Request for a CATEX to the FAA on November 13, 2023. The County provided the Simple Written Request for a CATEX to the FAA on November 13, 2023.
- On November 17, 2023, Jviation provided the Federal BIL Grant Application for Phase 1 of the project to the County for review. The County provided review comments to Jviation on November 20, 2023. Jviation resubmitted the Federal BIL Grant Application to the County on November 21, 2023 for review.

- On November 27, 2023, Jviation and the County held a meeting to discuss the grant application. Following the discussion, Jviation provided the County with an updated Federal BIL Grant Application for Phase 1 of the project for signature. The County submitted the grant application to the FAA.
- **Upcoming:**
  - Jviation will continue project coordination with the County.

#### **Airport Pavement Management System (APMS) Update**

- Throughout the month of November, the County and Jviation discussed this project during coordination meetings on November 2, 16, and 30, 2023.
- **Upcoming:**
  - Jviation will coordinate with subconsultants to assist with the completion of this project.
  - County to provide comments on Jviation’s scope of work.

#### **Airport Capital Improvement Plan (ACIP) Update**

- On November 20, 2023, the BIL AIG allocation amounts were published for Fiscal Year 2024.
- **Upcoming:**
  - County will provide ACIP updates to Jviation and the ACIP summary and year-to-year data sheets will be updated by Jviation and provided to the County for review.

#### **On-Call Services**

- On November 2, 2023, the County requested that Jviation proceed with the coordination of testing for the PFAS stockpiles adjacent to Oxnard Airport. Jviation accepted the task and began sending proposals to firms capable of testing the stockpiled material for PFAS.
- **Upcoming:**
  - Jviation will coordinate with the County regarding the received testing proposals.

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, Mrs. Marisa Fluhr, Ms. Amanda Gross, Ms. Tracey Salazar – Jviation, a Woolpert Company

**AIRPORT TENANT  
PROJECT STATUS  
November – December 2023**

**CAMARILLO**

- Airport Properties Limited (APL) Row I project received updated Airport Final Approval for minor changes required by Building & Safety. Construction coordination and schedule to be provided soon.

**OXNARD**

- 5 and 7 acre RFP parcel developments concepts under discussion, preliminary concept phase continues.

**OTHER**

- None

December 2023

COUNTY OF VENTURA  
DEPARTMENT OF AIRPORTS  
FAA GRANT PROJECTS

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 Airport Layout Plan Update	<u>\$391,621</u>		<u>Coffman Associates</u>	<u>N/A</u>	<u>9/24/20</u>	<u>9/30/20</u>	<u>TBD</u>	66.1	The Airport received FAA approval to transition the Master Plan to an Airport Layout Plan (ALP) Update to allow for community concerns, like noise, to be addressed, with a master plan update to be revisited in a future year, should it be warranted. Second ALP workshop meeting held November 14 <sup>th</sup> , 2023. Final ALP workshop scheduled for February 20, 2024.
5	CMA Conceptual Design for 2025 RWY and TWY Reconstruction	<u>\$187,260</u>		<u>Jvation</u>	<u>N/A</u>	<u>9/19/22</u>	<u>N/A</u>	<u>N/A</u>	90	The Airport executed a contract for the conceptual design and coordinated with consultants to provide the FAA a CatEx document on the future project. FAA provided feedback on design standard requirements and consultant will provide draft documents. Additionally, the Airport submitted a Modification to Standard request to address phasing/funding concerns.
5	CMA Part 150 Noise Compatibility Study	<u>\$770,943</u>		<u>Coffman Associates</u>	<u>N/A</u>	<u>9/30/22</u>	<u>N/A</u>	<u>N/A</u>	39.6	FAA aviation forecast approval has allowed for next chapter development for the Noise Exposure Map (NEM) element of the

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	2/28/22	100 99	Final project closeout underway.	
3	OXR TWY Connector Reconstruction	\$335,960 7,706,536		Jviation Granite Construction	4/26/22	12/17/21 TBD	4/3/23	9/13/23	100 95	Construction completed in September. Project closeout items remain.	
3	OXR TWY Connector Reconstruction	\$674,799		Jviation	N/A	12/21/21	4/3/23	8/15/23	92	Construction began April 3, 2023. Project was completed in September. Jviation will be working on final project and grant closeout items.	

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		
	Management Services									
3	OXR TWY F (A) Reconstruction	\$16,142,731 \$17,365,010		Aviation Security Paving	6/27/23	10/20/23	TBD	TBD	100	Contract awarded to Security Paving. Contract executed and coordination underway. Current estimated start is May 2024 due to long lead times for some materials.
3	OXR Part 150 Noise Compatibility Study	\$770,943		Coffman Associates	N/A	9/30/22	N/A	N/A	41.8	FAA aviation forecast approval has allowed for next chapter development for the Noise Exposure Map (NEM) element of the study. The draft noise contour maps and noise impact chapters were shared with the PAC and with the public at a public meeting on September 25 <sup>th</sup> , and comments received by October 15 <sup>th</sup> helped inform the study if any adjustments to the draft chapters were required. The NEMs were then submitted to the FAA for approval in December. Once FAA review/comments are received, the Airport will finalize the NEM portion of the study and focus on the second half of the study, the Noise Compatibility Plan to explore options to deal with noise concerns raised by some of the community.

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 ATCT Facility Assessment	\$150,440		Jviation	N/A	12/21/22	N/A	N/A	100	Site assessment completed in March. Final document complete. Grant application submitted.

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



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

**December 2023**

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 RWVY Centerline and TWY Alpha Repair	<u>116,505</u>		<u>Jviation</u>		9/13/22	TBD	TBD	100%	Project bid completed. Bid under review and determination of next steps.
5	CMA Beacon Siting Study and Relocation Design	8,500 52,544		<u>Mead &amp; Hunt</u>	N/A	On-call	N/A	N/A	<u>100</u> <u>100</u>	Beacon siting study initiated due to developer purchase of CMA Water Tower and adjacent property. Project bids were due October 3, 2023. One bid was received, rejection of the bid was approved by the Board of Supervisors. Next steps are under review. <b>121</b>
3	OXR PFAS Supplemental Plan/Sampling & Monitoring	<u>\$6,500</u> <u>137,000</u>	\$226,018	<u>Ninyo &amp; Moore</u>	N/A	1/19/21	N/A	3/29/21	<u>100</u> <u>90</u>	The CA State Water Board requires Part 139 Airports that have discharged firefighting foam to develop a work plan and perform testing to assist in the State's PFAS investigation. Coordination with the State Water Board to satisfy workplan and sampling/monitoring goals continues.

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

**County of Ventura**  
 Department of Airports  
 Fund: E300  
 Statement of Net Assets  
 As of September 30, 2023  
 (Unaudited)

**ASSETS**

Cash	\$	13,310,000
Cash - petty cash/change fund		500
Receivables:		
Accounts receivable net of allowance for Uncollectable accounts of \$20,000		604,500
Interest receivable		143,800
Current lease receivable - GASB 87		2,422,500
Grants receivable		-
Long term lease receivable - GASB 87		30,545,900
Capital assets:		
Easements		848,800
Land		9,362,500
Land improvements		48,676,400
Building & Improvements		18,437,900
Equipment		1,750,500
Vehicle		989,700
Construction in Progress		28,722,300
Accumulated depreciation		(52,685,900)
Deferred outflows related to pensions		746,000
<b>Total assets</b>	<b>\$</b>	<b>103,875,400</b>

**LIABILITIES**

Accounts payable	\$	199,800
Accrued liabilities		155,400
Short-term compensated absences		156,100
Due to other funds - GSA, ITS, PWA		-
Unearned revenue (prepayments)		420,600
Security deposit		825,300
Unreserved overpayments		272,900
Long-term compensated balances		107,800
Net pension liability		-
Deferred inflows lease receivables - GASB 87		32,968,400
Deferred inflows related to pensions		2,220,800
<b>Total liabilities</b>	<b>\$</b>	<b>37,482,500</b>

**NET ASSETS**

Investment in capital assets net of related debt	\$	56,102,200
Unrestricted Net Assets		10,290,700
<b>Total net assets</b>		<b>66,392,900</b>
<b>Total liabilities and net assets</b>	<b>\$</b>	<b>103,875,400</b>

**County of Ventura**  
Department of Airports  
Fund: E300  
Statement of Cash Flows  
July 1, 2022 thru September 30, 2023  
(Unaudited)

**Operating Activities:**

Permits	\$	7,222	
Fines and penalties		3,935	
Rents and concessions		822,282	
Percentage lease rent		73,262	
Tiedown rents		33,307	
Hangar rents		333,314	
Land rent - hangars		134,429	
Transient tiedown rents		20	
Landing fees		38,215	
Parking fees		5,816	
Gas & oil fuel flow percentage		56,002	
% rent-all other gross rec		688,698	
Insurance claims		-	
Hazmat collections		-	
Miscellaneous		7,968	
Salaries & Benefits		(881,436)	
Service & Supplies		(852,321)	
Interest Received		163,192	
Interest Paid		-	
Prepay/Security Deposit		(24,257)	
CUE tax assessment		-	
		-	
<b>Cash Provided by Operating Activities</b>			<b>\$ 609,648</b>

**Investing Activities:**

State and federal grant receipts		597,083	
Fixed asset sales/(purchases)		-	
Capital Expenditures		(6,950,231)	
		-	
<b>Cash Used in Investing Activities</b>			<b>(6,353,148)</b>

**Financing Activities:**

Transfers out to other funds **			
Principal Payment on Short & Long Term Debt	\$	-	
		-	
<b>Cash Provided by Financing Activities</b>			<b>-</b>
<b>Increase (Decrease) in Cash &amp; Equivalents</b>			<b>\$ (5,743,500)</b>
<b>Cash &amp; Equivalents-Beginning of Year</b>			<b>\$ 19,053,481</b>
<b>Cash &amp; Equivalents-End of Period</b>			<b>\$ 13,309,981</b>

**County of Ventura**  
**Airport Enterprise-Camarillo Oxnard**  
**Statement of Revenues and Expenses**  
**July 1, 2023 thru September 30, 2023**  
**(Rounded to the nearest hundred)**  
**(Unaudited)**

	<b>Camarillo</b>	<b>Oxnard</b>	<b>Total</b>
<b>Revenues:</b>			
Permits	\$ 7,700	\$ 700	\$ 8,400
Fines and penalties	4,900	1,200	6,100
Rents and concessions	705,600	72,800	778,400
Percentage lease rent	45,800	38,900	84,700
Tiedown rents	29,600	2,500	32,100
Hangar rents	271,100	90,000	361,100
Land rent - hangars	108,700	30,800	139,500
Transient tiedown rents	-	-	-
Landing fees	31,900	6,300	38,200
Parking fees	-	5,800	5,800
Gas & oil fuel flow percentage	59,200	17,500	76,700
% rent-all other gross rec	469,700	126,000	595,700
Miscellaneous	6,400	300	6,700
Total operating revenues	<u>\$ 1,740,600</u>	<u>\$ 392,800</u>	<u>\$ 2,133,400</u>

**Expenditures:**

Current:

Salaries and wages	\$ 493,100	\$ 94,200	\$ 587,300
Benefits	320,000	66,100	386,100
Admin salaries allocated to Oxnard Airport	(39,600)	39,600	-
Agricultural	-	-	-
Uniforms and clothing	3,000	3,000	6,000
Communications	20,400	4,800	25,200
Household expense	3,700	21,300	25,000
Insurance	-	-	-
Indirect county costs	-	-	-
Maintenance-equipment	12,200	(7,700)	4,500
Maintenance-building and improvements	347,600	19,000	366,600
Memberships and dues	2,500	300	2,800
Miscellaneous expense	3,300	9,000	12,300
Office expense	8,600	1,400	10,000
Professional and specialized services	138,800	10,900	149,700
Rents and leases - equipment	35,500	(6,600)	28,900
Small tools and equipment	300	1,200	1,500
Transportation charges	17,500	27,100	44,600
Conference and seminars	4,400	(2,700)	1,700
Utilities	47,900	9,100	57,000
Education, books and training	9,400	-	9,400
Taxes and licenses	-	-	-
Bad debts	-	-	-

**County of Ventura**  
**Airport Enterprise-Camarillo Oxnard**  
**Statement of Revenues and Expenses**  
**July 1, 2023 thru September 30, 2023**  
**(Rounded to the nearest hundred)**  
**(Unaudited)**

	<b>Camarillo</b>	<b>Oxnard</b>	<b>Total</b>
Depreciation	221,300	208,800	430,100
Total operating expenditures	<b>\$ 1,649,900</b>	<b>\$ 498,800</b>	<b>\$ 2,148,700</b>
Operating income (loss)	<b>\$ 90,700</b>	<b>\$ (106,000)</b>	<b>\$ (15,300)</b>
<b>Non-operating revenues (expenses):</b>			
State and federal grants	\$ -	\$ -	\$ -
CARES COVID-19 Grants	-	-	-
Contribution to Outside Agency	-	-	-
Gain/Loss Disposal Fixed Asset	-	-	-
Interest income	143,800	-	143,800
Insurance proceeds	-	(80,000)	(80,000)
Hazmat collections	-	-	-
Other Loan Interest Payment	-	-	-
Total non-operating revenues (expenses)	<b>143,800</b>	<b>(80,000)</b>	<b>63,800</b>
Income (loss) before transfers	<b>234,500</b>	<b>(186,000)</b>	<b>48,500</b>
Other financing sources (uses):			
Transfers in	-	-	-
Transfers Out	-	-	-
<b>Operating Gain/(Loss)</b>	<b>\$ 234,500</b>	<b>\$ (186,000)</b>	<b>\$ 48,500</b>
<b>Operating Gain/(Loss) before Depreciation</b>	<b>\$ 455,800</b>	<b>\$ 22,800</b>	<b>\$ 478,600</b>

**County of Ventura**  
**Airport Enterprise-Camarillo**  
**Budget to Actual**  
**July 1, 2023 thru September 30, 2023**  
(Rounded to the nearest hundred)  
(Unaudited)

	Adopted Budget as of Sep 2023	Adjusted Budget as of Sep 2023	YTD Actuals & Accruals thru Sep 2023	% Variance
<b>Revenues:</b>				
Permits	\$ 52,890	\$ 52,890	\$ 7,700	15%
Fines and penalties	7,101	7,101	4,900	69%
Rents and concessions	2,969,496	2,969,496	705,600	24%
Percentage lease rent	124,658	124,658	45,800	37%
Tiedown rents	123,931	123,931	29,600	24%
Hangar rents	945,259	945,259	271,100	29%
Land rent - hangars	441,821	441,821	108,700	25%
Transient tiedown rents	1,948	1,948	-	0%
Landing fees	127,836	127,836	31,900	25%
Parking fees	-	-	-	0%
Gas & oil fuel flow percentage	286,309	286,309	59,200	21%
% rent-all other gross rec	2,161,865	2,161,865	469,700	22%
Miscellaneous	46,665	46,665	6,400	14%
Total operating revenues	<u>\$ 7,289,779</u>	<u>\$ 7,289,779</u>	<u>\$ 1,740,600</u>	<u>24%</u>
<b>Expenditures:</b>				
<b>Current:</b>				
Salaries and wages	\$ 2,423,076	\$ 2,423,076	\$ 493,100	20%
Benefits	1,399,664	1,399,664	320,000	23%
Admin Salary allocated to Oxnard Airport	(251,431)	(251,431)	(39,600)	16%
Agricultural	44,780	44,780	-	0%
Uniforms and clothing	15,052	15,052	3,000	20%
Communications	59,565	59,565	20,400	34%
Household expense	30,346	30,346	3,700	12%
Insurance	268,013	268,013	-	0%
Indirect county costs	62,957	62,957	-	0%
Maintenance-equipment	68,039	68,039	12,200	18%
Maintenance-building and improvements	832,243	832,243	347,600	42%
Medical	5,180	5,180	-	0%
Memberships and dues	9,274	9,274	2,500	27%
Miscellaneous	62,428	62,428	3,300	5%
Office expense	42,144	42,144	8,600	20%
Professional and specialized services	1,855,011	1,855,011	138,800	7%
Rents and leases - equipment	43,950	43,950	35,500	81%
Small tools and equipment	66,327	66,327	300	0%
Transportation charges	147,317	147,317	17,500	12%
Conference and seminars	52,050	52,050	4,400	8%
Utilities	258,322	258,322	47,900	19%
Education, books and training	23,310	23,310	9,400	40%
Taxes and licenses	5,344	5,344	-	0%
Bad debts	15,000	15,000	-	0%
Depreciation	860,985	860,985	221,300	26%
Total operating expenditures	<u>\$ 8,398,946</u>	<u>\$ 8,398,946</u>	<u>\$ 1,649,900</u>	<u>20%</u>
Operating income (loss)	<u>\$ (1,109,167)</u>	<u>\$ (1,109,167)</u>	<u>\$ 90,700</u>	<u>-8%</u>

**County of Ventura**  
 Airport Enterprise-Camarillo  
 Budget to Actual  
 July 1, 2023 thru September 30, 2023  
 (Rounded to the nearest hundred)  
 (Unaudited)

	Adopted Budget as of Sep 2023	Adjusted Budget as of Sep 2023	YTD Actuals & Accruals thru Sep 2023	% Variance
<b>Non-operating revenues (expenses):</b>				
State and federal grants	\$ -	\$ -	\$ -	
Contribution to Outside Agency	-	-	-	
Gain/Loss Disposal Fixed Asset	-	-	-	
Interest income	147,385	147,385	143,800	98%
Interest expense	-	-	-	
Hazmat collections	-	-	-	
Other loan payments	-	-	-	
Total non-operating revenues (expenses)	<u>147,385</u>	<u>147,385</u>	<u>143,800</u>	<u>98%</u>
Income (loss) before transfers	(961,782)	(961,782)	234,500	-24%
<b>Other financing sources (uses):</b>				
Transfers in	-	-	-	-
Transfers Out	-	-	-	-
<b>Operating Gain/(Loss)</b>	<u>\$ (961,782)</u>	<u>\$ (961,782)</u>	<u>\$ 234,500</u>	<u>-24%</u>
<b>Operating Gain/(Loss) before Depreciation</b>	<u>\$ (100,797)</u>	<u>\$ (100,797)</u>	<u>\$ 455,800</u>	<u>-452%</u>



**County of Ventura**  
 Airport Enterprise-Oxnard  
 Budget to Actual  
 July 1, 2023 thru September 30, 2023  
 (Rounded to the nearest hundred)  
 (Unaudited)

	Adopted Budget as of Sep 2023	Adjusted Budget as of Sep 2023	YTD Actuals & Accruals thru Sep 2023	% Variance
<b>Revenues:</b>				
Permits	\$ 5,201	\$ 5,201	\$ 700	13%
Fines and penalties	4,829	4,829	1,200	25%
Rents and concessions	299,121	299,121	72,800	24%
Percentage lease rent	151,385	151,385	38,900	26%
Tiedown rents	10,092	10,092	2,500	25%
Hangar rents	362,135	362,135	90,000	25%
Land rent - hangars	118,713	118,713	30,800	26%
Transient tiedown rents	360	360	-	0%
Landing fees	21,710	21,710	6,300	29%
Parking fees	11,307	11,307	5,800	51%
Gas & oil fuel flow percentage	63,530	63,530	17,500	28%
% rent-all other gross rec	516,097	516,097	126,000	24%
Miscellaneous	5,702	5,702	300	5%
Total operating revenues	<u>\$ 1,570,182</u>	<u>\$ 1,570,182</u>	<u>\$ 392,800</u>	<u>25%</u>
<b>Expenditures:</b>				
Current:				
Salaries and wages	\$ 473,966	\$ 473,966	\$ 94,200	20%
Benefits	364,386	364,386	66,100	18%
Admin salaries allocated from Camarillo Airport	241,431	241,431	39,600	16%
Agricultural	4,380	4,380	-	0%
Uniforms and clothing	25,205	25,205	3,000	12%
Communications	15,031	15,031	4,800	32%
Household expense	47,506	47,506	21,300	45%
Insurance	51,710	51,710	-	0%
Indirect county costs	26,087	26,087	-	0%
Maintenance-equipment	68,991	68,991	(7,700)	-11%
Maintenance-building and improvements	419,452	419,452	19,000	5%
Medical	5,000	5,000	-	0%
Memberships and dues	1,995	1,995	300	15%
Miscellaneous expense	46,752	46,752	9,000	19%
Office expense	8,208	8,208	1,400	17%
Professional and specialized services	432,985	432,985	10,900	3%
Rents and leases - equipment	8,689	8,689	(6,600)	-76%
Small tools and equipment	5,368	5,368	1,200	22%
Transportation charges	126,652	126,652	27,100	21%
Conference and seminars	43,665	43,665	(2,700)	-6%
Utilities	130,203	130,203	9,100	7%
Education, books and training	1,300	1,300	-	0%
Bad debts	15,000	15,000	-	0%
Depreciation	803,306	803,306	208,800	26%
Total operating expenditures	<u>\$ 3,367,268</u>	<u>\$ 3,367,268</u>	<u>\$ 498,800</u>	<u>15%</u>
Operating income (loss)	<u>\$ (1,797,086)</u>	<u>\$ (1,797,086)</u>	<u>\$ (106,000)</u>	<u>6%</u>

**County of Ventura**  
 Airport Enterprise-Oxnard  
 Budget to Actual  
 July 1, 2023 thru September 30, 2023  
 (Rounded to the nearest hundred)  
 (Unaudited)

	Adopted Budget as of Sep 2023	Adjusted Budget as of Sep 2023	YTD Actuals & Accruals thru Sep 2023	% Variance
<b>Non-operating revenues (expenses):</b>				
State and federal grants	\$ -	\$ -	\$ -	
Contribution to Outside Agency	-	-	-	
Gain/Loss Disposal Fixed Asset	-	-	-	
Insurance Proceeds	-	-	-	
Other Loan Interest Payment	-	-	-	
Total non-operating revenues (expenses)	-	-	-	
Income (loss) before transfers	(1,797,086)	(1,797,086)	(106,000)	6%
<b>Other financing sources (uses):</b>				
Transfers in	-	-	-	
Transfers Out	-	-	-	
<b>Operating Gain/(Loss)</b>	<b>\$ (1,797,086)</b>	<b>\$ (1,797,086)</b>	<b>\$ (106,000)</b>	<b>6%</b>
<b>Operating Gain/(Loss) before Depreciation</b>	<b>\$ (993,780)</b>	<b>\$ (993,780)</b>	<b>\$ 102,800</b>	<b>10%</b>

# 2024 Meeting Schedules

<h2>Aviation Advisory Commission</h2>	<h2>Camarillo &amp; Oxnard Airport Authorities</h2>
<p>The <b>Aviation Advisory Commission</b> meets on the Wednesday preceding the second Thursday of the month at 6:30 p.m. in the Department of Airports Administration Office, 555 Airport Way, Suite B, Camarillo, CA 93010, unless otherwise noted on the agenda. Changes or cancellations may occur.</p>	<p>The <b>Camarillo &amp; Oxnard Airport Authorities</b> meet jointly on the second Thursday of the month at 6:30 p.m. in the Department of Airports Administration Office, 555 Airport Way, Suite B, Camarillo, CA 93010, unless otherwise noted on the agenda. Changes or cancellations may occur.</p>
January 10	January 11
February 7	February 8
March 13	March 14
April 10	April 11
May 8	May 9
June 12	June 13
July 10	July 11
August 7	August 8
September 11	September 12
October 9	October 10
November 13	November 14
December 11	December 12



## LOCAL

# Fire crews wrangle smoky fire in Camarillo near Home Depot

Ventura County Star

Published 1:15 p.m. PT Oct. 29, 2023 | Updated 8:50 p.m. PT Oct. 29, 2023

A brush fire fanned by Santa Ana winds burned about 5 acres Sunday afternoon in an open field near the Home Depot in Camarillo.

The fire was first reported shortly after 12:30 p.m. in an area surrounded by retail shops, commercial buildings and the Camarillo Airport. As the blaze reached 5 acres, it blew up massive plumes of smoke.

Shortly before 2 p.m., crews stopped the blaze from growing, officials said on social media. Around the same time, workers and customers initially evacuated from the Home Depot were permitted to return, according to fire reports.

Initial radio traffic indicated that the fire was burning in a field surrounded by four roads on all sides, and was headed down Ventura Boulevard toward the Camarillo Airport. Firefighters hoped to stop it from crossing Springville Road.

Crews quickly jumped into action and by 1:30 p.m. had brought in aircraft and dozers to assist in the fire fight.

Keith Freitas, Ventura County director of airports, said air traffic at Camarillo Airport was shut down for about an hour and had resumed around 2 p.m. Several helicopters dropped water and retardant to stem the fire, he said.

A shelter-in-place order had been issued for the businesses west of the fire but was lifted shortly after 2 p.m., Ventura County Emergency Services said on its site. The order had affected businesses primarily west to Wood Road, north to the 101 Freeway, south to Ventura Boulevard and east to Springville Drive.

High winds were expected over the weekend. Southern California Edison announced Friday it planned to shut off power in areas where the winds threatened electrical lines. As of 1:30 p.m. Sunday, only 57 customers in Ventura County were affected, according the company's site.

The city of Moorpark posted on social media Sunday morning that a Public Safety Power Shutoff had been issued for some of its residents.

*This story will be updated.*



**COUNTY of VENTURA**  
Department of Airports

555 Airport Way, Suite B  
Camarillo, CA 93010  
Phone: (805) 388-4372  
Fax: (805) 388-4366  
<https://vcairports.org>

November 1<sup>st</sup>, 2023

Noel Air

**Subject: Camarillo Airport Hours of Operation**

Dear Operator,

The Ventura County Department of Airports has been closely monitoring flight activity out of Camarillo Airport. As you may know, since at least 1980, the Ventura County Airports Ordinance Code has included curfew hours for CMA, specifically with regard to departures. Currently, under Airports Ordinance Code section 6506-17(b), no departures are permitted from CMA between 12 a.m. and 5 a.m. daily. The only exceptions are for medical or public-safety emergencies and when authorization is obtained from the Director of Airports.

As we monitor flight activity, we have made note of multiple departures during curfew hours from Noel Air . Most recently, departed at 1:29 a.m. on September 1<sup>st</sup> and again at 12:03 a.m. on September 11<sup>th</sup>.

As you are aware, the Federal Aviation Administration publishes a chart supplement document which provides information to flight crews regarding local rules and restrictions. Crews must review this information prior to conducting flight operations. The supplement includes documentation of the curfew hours in the Airports Ordinance Code.

Additionally, we have noted that this same aircraft has made several arrivals during curfew hours over the last several months. While arrivals are not restricted under the Airports Ordinance Code, we do request and expect consideration of our neighbors by limiting the number of arrivals between 10 p.m. and 6 a.m.

I would like to emphasize our commitment to a partnership with you while also emphasizing my disappointment in this repeated flight activity. It is my goal to work to effectively to address the needs of our neighbors while also being mindful of the needs of those who are tenants and subtenants of Camarillo Airport. We can only ensure the success of the Camarillo Airport by working hand-in-hand toward this goal. If you have any additional questions please contact Jannette Jauregui, Communications and Engagement Manager or myself at 805-388-4200.

We appreciate your time with this urgent matter.

Sincerely,

Keith Freitas  
Director of Airports  
Ventura County Department of Airports



**COUNTY of VENTURA**  
Department of Airports

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Camarillo, CA 93010  
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November 1<sup>st</sup>, 2023

Rise & Shine Air

**Subject: Camarillo Airport Hours of Operation**

Dear Operator,

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As we monitor flight activity, we have made note of multiple departures during curfew hours from Rise & Shine Air. Most recently, the aircraft departed at 12:05 a.m. on September 19<sup>th</sup> and again at 3:19 a.m. on October 2<sup>nd</sup>.

As you are aware, the Federal Aviation Administration publishes a chart supplement document which provides information to flight crews regarding local rules and restrictions. Crews must review this information prior to conducting flight operations. The supplement includes documentation of the curfew hours in the Airports Ordinance Code.

Additionally, we have noted that this same aircraft has made several arrivals during curfew hours over the last several months. While arrivals are not restricted under the Airports Ordinance Code, we do request and expect consideration of our neighbors by limiting the number of arrivals between 10 p.m. and 6 a.m.

I would like to emphasize our commitment to a partnership with you while also emphasizing my disappointment in this repeated flight activity. It is my goal to work to effectively to address the needs of our neighbors while also being mindful of the needs of those who are tenants and subtenants of Camarillo Airport. We can only ensure the success of the Camarillo Airport by working hand-in-hand toward this goal. If you have any additional questions please contact Jannette Jauregui, Communications and Engagement Manager or myself at 805-388-4200.

We appreciate your time with this urgent matter.

Sincerely,

Keith Freitas  
Director of Airports  
Ventura County Department of Airports



## County hosts third airport workshop

November 04, 2023

The Ventura County Department of Airports is holding a workshop to inform the community about the update to the Camarillo Airport's layout plan.

The open-house-style meeting will take place from 5:30 to 7:30 p.m. Tues., Nov. 14 at the Camarillo Public Library, 4101 Las Posas Road.

The airport layout plan update, which launched in January, outlines the existing facilities and planned improvements for 555 Airport Way. The update is required if the airport wants to receive federal funding for maintenance projects.

To learn more about the update and the workshop, go to [vcairports.org](http://vcairports.org).

—Makena Huey

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Load More





**LOCAL**

## **Camarillo Airport plan meeting to address aviation noise, impacts**



**Brian J. Varela**

Ventura County Star

Published 8:15 a.m. PT Nov. 14, 2023

Residents can weigh in on potential aviation noise and impacts of the Camarillo Airport at a meeting Tuesday about its Airport Layout Plan.

The Ventura County Department of Airports staff and consultants will speak about aircraft noise from and around the airport at the Camarillo Public Library at 5:30 p.m.

The gathering is the second of three meetings to inform the public and collect feedback on the Airport Layout Plan. The next meeting is planned for the spring and will focus on capital improvement projects and funding options.

The document outlines future maintenance and operations at Camarillo Airport. Keith Freitas, the department's director, said it isn't a growth plan but a way for the airport to respond to the potential growth and increase in demand.

"We are a transportation system much like Highway 101," Freitas said. "As the community grows, that puts more strain on the airport."

He added the layout plan won't extend runways or pave the way for large cargo planes.

Coffman Associates, an airport consultant firm with offices in Arizona and Kansas, has been contracted to help update the document and conduct noise studies at the Camarillo and Oxnard airports.

The Airport Layout Plan will cost about \$686,000 and the noise studies will cost about \$795,000 each.

Freitas said the noise studies are about halfway complete and are expected to wrap up next fall.

*Brian J. Varela covers Oxnard, Port Hueneme and Camarillo. He can be reached at [brian.varela@vcstar.com](mailto:brian.varela@vcstar.com) or 805-477-8014. You can also find him on Twitter @BrianVarela805.*

## Mark Your Calendars!



**The Ventura County Department of Airports  
will be hosting a community meeting for the  
Camarillo Airport Layout Plan (ALP).  
All interested Ventura County residents  
are encouraged to attend.**

**When:** November 14, 2023 from 5:30 p.m. - 7:30 p.m.

**Where:** Camarillo Public Library  
Community Room  
4101 Las Posas Road  
Camarillo, CA 93010



Join us to learn more about what an ALP is  
and what it means for the community.

For more information visit [vcairports.org](http://vcairports.org).



**COUNTY of VENTURA**  
Department of Airports



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November 29<sup>th</sup>, 2023

San Joaquin Door & Supply Inc.

**Subject: Camarillo Airport Hours of Operation  
Departures Between 12:00 a.m. and 5:00 a.m.**

Dear Operator,

On November 8<sup>th</sup>, 2023, an aircraft we believe is owned and/or operated by San Joaquin Door & Supply Inc. departed Camarillo Airport (KCMA) at 4:55 a.m. The Federal Aviation Administration publishes a Supplement document which provides information to flight crews regarding local rules and restrictions. Crews must review this information prior to conducting flight operations. The Supplement states that takeoffs between 0800Z-1300Z (12:00 a.m. and 5:00 a.m. local time) are not allowed, without prior permission.

This restriction arises from a Joint Powers Agreement between the City of Camarillo and the County of Ventura, which has been in effect since Camarillo Airport opened as a civilian airport in 1976. The purpose of the restriction was, and continues to be, the reasonable quiet enjoyment of neighboring residents.

The County of Ventura requests that you and your flight crews assist us by not scheduling flight operations at Camarillo Airport between 12:00 a.m. and 5:00 a.m. Your compliance will help ensure that Camarillo Airport remains a good neighbor and continues to meet the air transportation needs of the region.

Sincerely,

A handwritten signature in black ink that reads "Jannette Jauregui".

Jannette Jauregui  
Communications & Engagement Manager  
Ventura County Department of Airports



**COUNTY of VENTURA**  
Department of Airports

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November 29<sup>th</sup>, 2023

Mav 4 LLC

**Subject: Camarillo Airport Hours of Operation  
Departures Between 12:00 a.m. and 5:00 a.m.**

Dear Operator,

On November 25<sup>th</sup>, 2023, an aircraft we believe is owned and/or operated by Mav 4 LLC departed Camarillo Airport (KCMA) at 4:18 a.m. The Federal Aviation Administration publishes a Supplement document which provides information to flight crews regarding local rules and restrictions. Crews must review this information prior to conducting flight operations. The Supplement states that takeoffs between 0800Z-1300Z (12:00 a.m. and 5:00 a.m. local time) are not allowed, without prior permission.

This restriction arises from a Joint Powers Agreement between the City of Camarillo and the County of Ventura, which has been in effect since Camarillo Airport opened as a civilian airport in 1976. The purpose of the restriction was, and continues to be, the reasonable quiet enjoyment of neighboring residents.

The County of Ventura requests that you and your flight crews assist us by not scheduling flight operations at Camarillo Airport between 12:00 a.m. and 5:00 a.m. Your compliance will help ensure that Camarillo Airport remains a good neighbor and continues to meet the air transportation needs of the region.

Sincerely,

Jannette Jauregui  
Communications & Engagement Manager  
Ventura County Department of Airports



# COUNTY of VENTURA

## Department of Airports

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Phone: (805) 388-4372

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December 4, 2023

Joel Kirschenstein  
Sage Realty Group

RE: Oxnard Union School District – surplus property  
309 South "K" St. - Oxnard

Dear Joel:

As a follow up to our telephone conversation last week, this is a status update on our efforts to move forward with an appraisal for the school property at 309 South "K" street and engage in negotiations on a purchase price for the County to acquire the approximate 40,600 SF parcel at 309 South "K" Street.

We have been able to make contact with two separate MAI appraisers who we anticipate will provide us with quotes for their services as the lead appraiser and "review appraiser" as defined in the attached FAA checklist (one based in Long Beach and the other based in Santa Barbara).

We believe that once we have them under contract and have taken steps to follow the guidelines for the appraisal process, we can engage in final negotiations on a purchase price for the 40,600 SF portion of the parcel. We plan to target that step will take place before end of June 2024.

Please review the land acquisition checklist for FAA reimbursement; note this is generic in nature and contemplates in some cases eminent domain actions and residential displacement however all steps need to be completed, including the environmental site assessment consultant; I understand you have pricing for demolition, so I believe the School District needs to get the environmental assessment done as soon as possible. We trust you will communicate our continued interest and anticipated timeline to the school district. Thank you for your cooperation.

Sincerely,

Madeline Herrle  
Lease Manager

805-388-4243

[Madeline.HERRLE@ventura.org](mailto:Madeline.HERRLE@ventura.org)

## LOCAL

# Costco to open in Camarillo next fall



**Brian J. Varela**

Ventura County Star

Published 12:37 p.m. PT Dec. 6, 2023 | Updated 2:46 p.m. PT Dec. 7, 2023

*Editor's note: This story has been edited to clarify Planning Commissioner Gladys Limón's comments.*

Costco Wholesale is expected to open a Camarillo retail store and gas station in late 2024 after winning the city's OK.

The Camarillo Planning Commission on Tuesday approved development of the 169,397-square-foot facility on about 20 acres on West Ventura Boulevard, next to Home Depot. The site is located between Highway 101 and the Camarillo Airport.

The 4-1 vote paves the way for Costco to begin construction, though the decision can be appealed to the City Council within 10 days.

Costco director of real estate development Diana Salazar said the retail giant is likely to open in Camarillo in late fall and provide 215 jobs.

Camarillo resident Richard Lucas III said at Tuesday's meeting he regularly shops at Costco and welcomed the retailer to the city.

"This is a major change to our city and I think it is warranted," he said.

The warehouse store will contain a food court, vision and hearing center, pharmacy, bakery, tire center, photo area and more than 4,000 products including alcohol, Camarillo planning manager Jaelyn Lee told commissioners Tuesday.

The massive development will also offer 901 parking spaces and 16 double-sided gas pumps, she said. A total of 32 vehicles can fuel up at one time. An attendant and signal lights will help customers navigate a queue that can accommodate 42 vehicles.

Costco, which sells \$1.50 hotdogs and items in bulk, has locations in Oxnard, Simi Valley and Westlake Village.

Salazar said about 70% of Camarillo households already have a Costco membership.

An analysis previously cited by the city found that 36,650 residents — more than half the city's population — went to the Oxnard store 386,740 times during a 12-month period. State demographic data estimates Camarillo had a population of 69,309 as of Jan. 1.

In the same time frame, about 12,710 residents visited the Westlake Village location 89,500 times. Another 6,260 residents shopped at the Simi Valley store 32,800 times.

Although she said she has a Costco membership, Commissioner Gladys Limón voted no on the development. She said there are opportunities to improve on the project.



There were a number of components of the project that weren't specified in the documents, she said, but were spoken of at the meeting.

"There are gaps in the analysis of those impacts that don't allow us to substantiate" that environmental mitigation measures would have a significant effect, she said.

In his motion to approve the project, Commissioner Tom Murphy added a stipulation that the applicant and city staff address written comments from the Ventura County Air Pollution Control District and the Ventura County Resource Management Agency.

Among the comments were suggestions to reduce emissions, such as starting a rideshare program for employees and incentivizing electric and hybrid car ownership.

Lucas, the resident who supported the development, said Costco would keep sales taxes in Camarillo and alleviate traffic to the Oxnard location.

He said he visits the Oxnard store at least once a week and uses that gas station as the main source of fuel for his vehicles.

Not everyone was eager for the mega-retailer to come to town.

Resident Monique Fox, in a submitted letter, asked commissioners to stop the planned development. She said delivery trucks would add even more air and noise pollution to an area that has seen an increase in traffic due to the Springville residential developments.

She also noted possible effects the gas station would have on the land and residents.

"Please protect the limited safety and health we have left," Fox wrote.

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## Ventura County Department of Airports: Temporary Changes in Air Traffic out of CMA and OXR



**COUNTY of VENTURA**  
Department of Airports

Some of our neighbors may notice a change in air traffic operations today out of Camarillo and Oxnard airports. Oxnard Airport was directing traffic in the opposite direction earlier today and has since returned to the usual westbound arrivals and departures. Camarillo Airport continues to direct all air traffic in the opposite direction. These temporary changes are due to Santa Ana wind conditions.

As you may know, aircraft arrivals and departures are directed into the wind, causing a typical day in Ventura County to direct air traffic to the west (toward the coast). Santa Ana, and other unusual weather events, are known to shift air traffic operations, directing all departures and arrivals the opposite way. These events and the changes to the air traffic patterns are not frequent and account for approximately 5% of our annual operations.

We thank you for your time and continued interest in Camarillo and Oxnard airports.

Department of Airports News Dated: December 6, 2023



## Santa Anas cause planes to change course

*December 09, 2023*

Air traffic in west Ventura County was disrupted this week because of Santa Ana winds.

On Tuesday, controllers at both Camarillo and Oxnard airports ordered aircraft to take off and land in directions opposite to those normally used.

Oxnard quickly returned to the usual westbound arrivals and departures, but Camarillo Airport continued to direct all air traffic to the east.

Officials noted that aircraft arrivals and departures are directed into the wind, which means on a typical day in Ventura County, aircraft take off and land in the direction of the coast.

But Santa Ana and other unusual weather events can force planes to depart and land to the east.

These events and the changes to the air traffic patterns are not frequent and account for approximately 5% of annual operations, according to Jannette Jauregui, public information officer for Ventura County Department of Airports.

*—Staff report*

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## Ventura County Department of Airports: Presidential TFR Announcement



A Presidential Temporary Flight Restriction (TFR) will be in place for the Los Angeles region (including Ventura County) beginning December 8th and will continue through December 10th. Please see the map below highlighting areas that will be affected. Camarillo and Oxnard Airports and the surrounding areas will likely notice an increase in military flight activity. There may also be an increase in other flight activity for aircraft diverted from the LAX area. All activity will be standard for a TFR with community safety as a top priority.

Department of Airports News Dated: December 7, 2023