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City Original

CONSULTANT AGREEMENT
FOR
PERIODIC GENERAL AIRPORT CONSULTANT SERVICES
AT
OCEANSIDE, CALIFORNIA

June 22, 2022

CONSULTANT AGREEMENT

PROJECT: PERIODIC GENERAL AIRPORT CONSULTANT SERVICES, 3-YEAR TERM WITH TWO CONSECUTIVE ONE-YEAR EXTENSIONS FOR THE OCEANSIDE CITY AIRPORT

This Agreement, made effective **June 22, 2022**, is by and between the City of Oceanside, California having an address at 300 North Coast Highway, Oceanside, California 92054 (hereinafter referred to as the "SPONSOR"), and C&S Engineers, Inc., a New York business corporation having an office at 2355 Northside Drive, Suite 350, San Diego, CA 92108 (hereinafter referred to as the "CONSULTANT").

WITNESSETH: That the SPONSOR and the CONSULTANT, for and in consideration of the mutual obligations set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

ARTICLE 1—DESCRIPTION OF SERVICES TO BE PERFORMED

The SPONSOR hereby retains the employ of the CONSULTANT because of its ability and reputation, and the CONSULTANT accepts such retention, to perform for the SPONSOR general airport consultant services to include but not limited to design, planning and engineering; environmental analyses and documentation; grant management and construction management associated with the airfield improvements periodically over a five-year term. The CONSULTANT's performance on behalf of the SPONSOR shall be authorized by execution of a series of Work Orders, as described in Article 2 hereof.

The SPONSOR's resolution or other authorization for retaining the CONSULTANT is attached hereto and made a part hereof as Schedule "E".

ARTICLE 2 – WORK ORDERS

2.1 The CONSULTANT's services shall be provided on specific projects as subsequently authorized by Work Orders issued by the SPONSOR under this Agreement. Each Work Order (s) shall contain the following:

- 2.1.1 Date of Issuance.
- 2.1.2 Incorporation by reference of this Agreement.
- 2.1.3 Identification of project for which the CONSULTANT is to render services.
- 2.1.4 Description of services to be rendered by the CONSULTANT.
- 2.1.5 Period of services (i.e., time schedules, completion dates, etc.)
- 2.1.6 Amount to be paid to the CONSULTANT for these services, and the method of payment (refer to Article 2A, 2B and 2C below.)
- 2.1.7 Special Requirements, if any, of the SPONSOR and/or any regulatory agency which may affect the services of the CONSULTANT.

2.2 Each Work Order shall be numbered consecutively (e.g., "Work Order No. 1", etc.), and be signed and dated by the SPONSOR and the CONSULTANT.

2.3 Each Work Order shall be attached to and made a part of this Agreement. A sample Work Order is attached hereto as Schedule "A".

ARTICLE 2A—PROVISION FOR PAYMENT—LUMP SUM

If a Work Order specifies that the method of payment for a particular task will be “lump sum”, the SPONSOR shall pay to the CONSULTANT, and the CONSULTANT shall accept, as full compensation for the services performed hereunder, the fee established therefor in each Work Order, which will cover salaries of employees assigned to the project, all indirect costs, all direct expenses, and profit. The maximum fee set forth in the Work Order cannot be exceeded for any reason, unless Additional Services are authorized and performed in accordance with the provisions of Article 11 of this Agreement. The method of computation of the CONSULTANT’s lump sum fee shall be prescribed in the Work Order pertaining to the specific project.

Partial payments of the lump sum fee shall be made monthly on account. The portion of the fee billed for the CONSULTANT’s Basic Services will be based upon the CONSULTANT’s estimate of the proportion of the total Basic Services actually completed and expenses actually incurred at the time of billing. Payment of the final invoice will be made upon the substantial completion of the Basic Services covered by the lump sum fee.

ARTICLE 2B—PROVISION FOR PAYMENT—STANDARD HOURLY RATES

If a Work Order specifies that the method of payment for a particular task will be “Standard Hourly Rates”, the SPONSOR shall pay to the CONSULTANT as follows:

1. For the specified category of services, SPONSOR shall pay CONSULTANT an amount equal to the cumulative hours charged to the task by each class of CONSULTANT’s employees times Standard Hourly Rates for each applicable billing class as set forth in Schedule “B”. Under this method, CONSULTANT shall also be entitled to reimbursement from SPONSOR for the out of pocket expenses identified in Schedule “B”.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. The total estimated compensation for the specified category of services shall be stated in the Work Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and out of pocket expenses as set forth in Schedule “B”.
4. The amounts billed will be based on the cumulative hours charged to the specified category of services on the task during the billing period by each class of CONSULTANT ’s employees times Standard Hourly Rates for each applicable billing class, plus out of pocket expenses.
5. The Standard Hourly Rates and Reimbursable Expenses shall be adjusted annually (as of January 1st) as set forth in Schedule “B”.
6. The CONSULTANT shall be paid in monthly payments for undisputed invoices. Monthly invoices shall clearly identify the costs of the services performed. Accounts of the CONSULTANT shall clearly identify the costs of the services performed under each Work Order and may be subject to periodic and final audit by the SPONSOR, Caltrans, and the FAA. Such an audit shall not be a condition for making partial payments.
7. Payment of the final invoice shall be made upon completion and acceptance of the applicable project by the SPONSOR, Caltrans, and the FAA.

The maximum amount payable under this Agreement shall be as established in each Work Order issued hereunder, unless there is a substantial change in the scope, complexity, character, or duration* of the Basic Services to be performed.

*Duration is applicable to construction observation only.

ARTICLE 2C—PROVISION FOR PAYMENT—OTHER METHOD

If a Work Order specifies a method of payment other than that described in Article 2A or 2B, the Work Order shall also provide for a yearly adjustment in rates (as applicable), a breakdown of partial payments and the timing of such payments.

ARTICLE 2D—TIME FOR PERFORMANCE

If the SPONSOR fails to make any payment due the CONSULTANT for services and expenses within forty-five (45) days after receipt of the CONSULTANT's invoice therefor, then the amounts due the CONSULTANT shall be increased at the rate of 1.5% per month from said forty-fifth (45th) day. Payments received after the forty-fifth (45th) day will be credited first to principal and then to interest. Additionally, the CONSULTANT may, after giving seven (7) days' notice to the SPONSOR, suspend services under this Agreement until the invoice is paid. Upon payment in full by the SPONSOR, the CONSULTANT shall resume performance or furnishing of services under the Work Order, and the time schedule and compensation set forth in such Work Order shall be adjusted to compensate for the period of suspension.

Execution of each Work Order by the SPONSOR and the CONSULTANT constitutes the SPONSOR's written authorization to the CONSULTANT to proceed with the performance of Basic Services as set forth therein. The time for completion of the Basic Services, subject to the provisions of Articles 12, 13 and 23 hereof, shall be as recorded in the Work Order.

ARTICLE 3—STANDARD OF CARE, STANDARD PRACTICES, AND REQUIREMENTS

The standard of care for all professional engineering and related services performed or furnished by the CONSULTANT under this Agreement shall be the care and skill ordinarily used by members of the CONSULTANT's profession practicing under similar conditions at the same time and in the same locality. Before beginning to perform or furnish any service hereunder, the CONSULTANT shall ascertain the standard practices of the SPONSOR, Caltrans and the FAA (as applicable), if any, for projects of a type similar to the project which the SPONSOR authorizes the CONSULTANT to perform. Where the CONSULTANT deems it practicable to do so, the services to be provided or furnished shall be performed in accordance with these standard practices as long as they are consistent with the foregoing standard of care. If any of these standard practices are inconsistent with the CONSULTANT's standard of care or are in conflict with one another, or if strict adherence to the same is impossible or undesirable, then the CONSULTANT's services may vary or deviate from such standards.

ARTICLE 4—ENTIRE AGREEMENT

This Agreement, with its accompanying Work Orders and Schedules, constitutes the entire agreement between the SPONSOR and the CONSULTANT with respect to its subject matter, and supersedes any prior agreement, whether written or verbal, with respect to that subject matter. This Agreement may be amended or modified only by written instrument signed by the SPONSOR and the CONSULTANT. Additionally, Schedules A, B, D, E, F, G, and H, which are attached to this contract, are incorporated into this contract by this reference. Schedule C has been intentionally omitted.

ARTICLE 5—TAXES, ROYALTIES, AND EXPENSES

The CONSULTANT shall pay all taxes, royalties, and expenses incurred by the CONSULTANT in connection with performing its services under this Agreement, unless otherwise provided in Article 2.

ARTICLE 6—CONSULTANT LIABILITY

To the fullest extent permitted by law, the CONSULTANT shall indemnify and defend the SPONSOR against, and hold it harmless from, any suit, action, actual damage, and cost that arises out of, pertains to, or relates to the negligence, recklessness or willful misconduct of the CONSULTANT under this Agreement, up to the limits of any available insurance. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the services performed hereunder.

Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the CONSULTANT or the SPONSOR beyond such as may legally exist irrespective of this Article or this Agreement.

ARTICLE 7—LABOR LAW REQUIREMENTS

The CONSULTANT, and any subconsultant or subcontractor retained by it in connection with the performance or furnishing of services under this Agreement, shall comply with the requirements of state or federal statutes, regulations, or orders applicable to the employment of employees, as set forth in Schedule "H", which is attached hereto and made a part hereof.

ARTICLE 8—NONDISCRIMINATION PROVISIONS

During the performance of its services under this Agreement, the CONSULTANT, and any subconsultant, subcontractor, or vendor retained by it, shall comply with the nondiscrimination requirements set forth in Schedule "H" hereto, as applicable to this Project.

The CONSULTANT will include the provisions of Schedule "H" in every subconsultant agreement, subcontract, or purchase order in such a manner that such provisions will be binding upon each subconsultant, subcontractor, or vendor as to operations to be performed within the State of California. The CONSULTANT will take such action in enforcing such provisions of such subconsultant agreement, subcontract, or purchase order as the SPONSOR may direct, including sanctions or remedies for non-compliance. If the CONSULTANT becomes involved in or is threatened with litigation by a subconsultant, subcontractor, or vendor as a result of such direction by the SPONSOR, the CONSULTANT shall promptly so notify the SPONSOR'S legal counsel, requesting such counsel to intervene and protect the interests of the SPONSOR.

ARTICLE 9—WORKER'S COMPENSATION AND LIABILITY INSURANCE

The CONSULTANT agrees to procure and maintain at its own expense, and without direct expense to the SPONSOR, until final acceptance by the SPONSOR of the services covered by this Agreement, insurance of the kinds and in the amounts hereafter provided, written by insurance companies authorized to do business in the State of California. Before commencing the performance of services hereunder, the CONSULTANT shall furnish the SPONSOR a certificate or certificates, in form satisfactory to the SPONSOR, showing that it has complied with this Article, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days' written notice has been given to the SPONSOR. The kinds and

amounts of insurance required are as follows:

- A. Policy or policies covering the obligations of the CONSULTANT in accordance with the provisions of any applicable worker's compensation or disability benefits law, and this Agreement shall be void and of no effect unless the CONSULTANT procures such policy or policies and maintains the same in force during the term of this Agreement.
- B. Policy or policies of commercial general liability insurance, with broad form endorsement covering, among other things, the CONSULTANT's obligation under Article 6 hereof, with limits of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one (1) person in any one (1) accident; and, subject to that limit for each person; not less than Three Million Dollars (\$3,000,000) for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by two (2) or more persons in any one (1) accident; and not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one (1) accident, and, subject to that limit per accident, not less than Three Million Dollars (\$3,000,000) for all damages arising out of injury to or destruction of property during the policy period.
 1. Liability insurance issued to and covering the liability of the CONSULTANT'S subconsultants and subcontractors, having the same policy limits as those set forth above, with respect to all services or work performed by said subconsultants or subcontractors under this Agreement.
 2. Protective liability insurance issued to and covering the liability of the CONSULTANT with respect to all services under this Agreement performed for the CONSULTANT by subconsultants or subcontractors.
 3. Professional liability insurance issued to and covering the liability of the CONSULTANT with respect to all professional services performed by it under this Agreement.

The SPONSOR shall be named as an additional insureds, as their interests may appear, under the insurance coverages described in Paragraph B above, except for the coverage described in Subparagraph (3), which coverages shall be subject to all of the terms, exclusions, and conditions of the applicable policy.

ARTICLE 10—ASSIGNMENT REQUIREMENTS

The CONSULTANT specifically agrees that:

- A. It is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement or of its right, title, or interest herein, or its power to execute this Agreement, to any other person, company, or corporation without the previous consent in writing of the SPONSOR.
- B. If this provision of the Agreement is violated, the SPONSOR may terminate this Agreement for cause in accordance with the provisions of Article 12. Furthermore, the SPONSOR shall be relieved from any liability and obligation hereunder to the person, company, or corporation to whom the CONSULTANT shall assign, transfer, convey, sublet, or otherwise dispose of this Agreement in violation of the foregoing paragraph (A), and such transferee shall forfeit and lose all monies assigned to it under this Agreement, except so much as may be required to pay its employees.

ARTICLE 11—ADDITIONAL SERVICES

If authorized in writing by the SPONSOR through a Supplemental Agreement, the CONSULTANT shall furnish or obtain from others any service that is beyond the scope of each Schedule "A" to the corresponding Work

Order (“Additional Services”). The scope and time for performance of, and payment from the SPONSOR to the CONSULTANT for, any Additional Services (which shall be on the basis set forth in Schedule “B” for each supplemental Agreement) shall be set forth in such Work Order.

ARTICLE 12—ABANDONMENT OR AMENDMENT OF PROJECT AND TERMINATION

A. **ABANDONMENT OR AMENDMENT OF THE PROJECT**—The SPONSOR shall have the absolute right to abandon or to amend a project or to change the general basis of performance at any time, and such action on its part shall in no event be deemed a breach of this Agreement. If the SPONSOR amends a project or changes the general basis thereof, and the CONSULTANT is of the opinion that Additional Services are made necessary by the SPONSOR’s amendment or change, then the provisions of Article 11 of this Agreement with respect to Additional Services shall apply. If the SPONSOR abandons a project, then the provisions of Paragraph B(1)(b) below shall govern payment to the CONSULTANT.

B. TERMINATION

The obligation to provide further services under this Agreement or any Work Order issued hereunder may be terminated:

1. For Cause:

a. By either party upon thirty (30) days’ prior written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as the result of such substantial failure if the party receiving notice begins, within seven (7) days after receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within thirty (30) days of such receipt; provided that, if and to the extent that such substantial failure cannot reasonably be cured within such thirty (30)-day period, and if the party has diligently attempted to cure the failure and thereafter continues diligently to cure the problem, then the cure period may, in the discretion of the terminating party, be extended to sixty (60) days after the receipt of notice.

b. By the CONSULTANT upon seven (7) days’ written notice if (a) the CONSULTANT believes that it is being requested by the SPONSOR to perform or furnish services contrary to or in conflict with the CONSULTANT’s responsibilities as a licensed design professional or the standard of care set forth in Article 3 hereof; or (b) the CONSULTANT’s services are delayed or suspended for more than ninety (90) days, consecutively or in the aggregate, for reasons beyond the CONSULTANT’s control; or (c) the SPONSOR has abandoned, or is considered to have abandoned, its project.

2. For convenience and without cause by the SPONSOR, effective upon the provision of thirty (30) days) notice to the CONSULTANT.

C. PAYMENTS UPON TERMINATION

1. For Cause:

a. By the SPONSOR: If the SPONSOR terminates this Agreement or any Work Order for cause upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed by or furnished through the CONSULTANT and its subconsultants, subcontractors, and vendors through the completion of such phase shall constitute total payment for such services. If the SPONSOR terminates this Agreement or any Work Order for cause during any phase of Basic Services, the CONSULTANT will also be paid for such services performed or furnished in accordance with this Agreement

by the CONSULTANT during that phase through the date of termination on the basis specified in each Work Order. The CONSULTANT will also be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Basic Services to the extent that such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses.

- b. By the CONSULTANT: If the CONSULTANT terminates this Agreement or any Work Order for cause upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed or furnished by the CONSULTANT and its subconsultants, subcontractors, or vendors through the completion of such phase shall constitute total payment for such services. The CONSULTANT shall also be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, as well as for the CONSULTANT's reasonable expenses directly attributable to termination in accordance with the rates for Additional Services set forth in Schedule "B" to each Work Order measured from the date of termination, including fair and reasonable sums for overhead and profit and the costs of terminating the CONSULTANT's contracts with its subconsultants, subcontractors, or vendors.

2. For convenience

If the SPONSOR terminates this Agreement for convenience upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed by or furnished through the CONSULTANT through the completion of such phase shall constitute total payment for such services. If the SPONSOR terminates this Agreement for convenience during any phase of Basic Services, the CONSULTANT will also be paid for such services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the basis specified in each Work Order. Additionally, the CONSULTANT will be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Basic Services through the effective date of termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses, as well as for the CONSULTANT's reasonable expenses directly attributable to termination in accordance with the rates for Additional Services set forth in Schedule "B" for each supplemental Agreement measured from the date of termination, including fair and reasonable sums for overhead and profit and the costs of terminating the CONSULTANT's contracts with its subconsultants, subcontractors, or vendors.

ARTICLE 13—SUSPENSION OF SERVICES

If the CONSULTANT's services hereunder are delayed or suspended, in whole or in part, by the SPONSOR for more than thirty (30) calendar days, consecutively or in the aggregate, through no fault of the CONSULTANT, then the CONSULTANT shall be entitled to equitable adjustments of rates and amounts of compensation to reflect, among other things, reasonable costs incurred by the CONSULTANT in connection with the delay or suspension and reactivation and the fact that the time for performance of the CONSULTANT's services hereunder has been revised. If the delay or suspension persists for more than ninety (90) days, consecutive or in the aggregate, then the CONSULTANT may consider the Project to have been abandoned by the SPONSOR and may terminate this Agreement for cause.

Upon the SPONSOR's resumption of its Project, and if the CONSULTANT has not terminated this Agreement for cause, the CONSULTANT shall resume its services under this Agreement until the services are completed and accepted, subject to any adjustment in the rates set forth in the appropriate Work Order because of the passage of time.

ARTICLE 14—INTERCHANGE OF DATA

During the performance of this Agreement, all technical data in regard to the Project whether (a) existing in the office of the SPONSOR or (b) existing in the office of the CONSULTANT, shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 15—DISPOSITION OF PROJECT DOCUMENTS

At the time of completion of its services and upon payment in full therefor, the CONSULTANT shall make available to the SPONSOR, at no cost, copies of documents prepared as the result of this Agreement. These documents shall then become the property of the SPONSOR and the maintenance of the data therein shall be the sole responsibility of the SPONSOR. Any reuse of the documents by the SPONSOR or others on extensions of the project for which they were prepared, or on any other project, without written verification or adaptation by the CONSULTANT and its subconsultants, subcontractors, or vendors, as appropriate, for the specific purpose intended will be at the SPONSOR's sole risk and expense and without liability or legal exposure to the CONSULTANT or its subconsultants, subcontractors, or vendors. The SPONSOR shall indemnify the CONSULTANT, its subconsultants, subcontractors, and vendors against, and hold them harmless from, all claims, damages, losses, and expenses (including reasonable experts' and attorneys' fees) arising out of or resulting from such reuse.

In the event that this Agreement is terminated for any reason, then within ten (10) days after such termination, the CONSULTANT shall make available to the SPONSOR, at no cost, all data and material prepared under this Agreement, including cover sheets, in accordance with and subject to the terms of the above paragraph.

ARTICLE 16—CODE OF ETHICS

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any service under this Agreement is in conflict with Schedule "G", which is attached hereto and made a part hereof.

ARTICLE 17—INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with its status as an independent contractor, shall conduct itself consistent with such status; shall neither hold itself out as nor claim to be an officer or employee of the SPONSOR by reason hereof; and shall not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the SPONSOR, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

ARTICLE 18—PATENT RIGHTS AND COPYRIGHTS

Any patentable result arising out of this Agreement, as well as all information, designs, specifications, know-how, data, and findings, shall be made available without cost to the State of California or its licensees and the FAA for public use, if state or federal funding was used for such project. The State and the FAA, as applicable shall have the right to publish, distribute, disclose, or otherwise use any material prepared under this Project, subject to the provisions of Article 15 hereof.

ARTICLE 19—STATE OF CALIFORNIA PARTICIPATION

The services to be performed in this Agreement may be included in a Caltrans Project, which is being undertaken and accomplished by the SPONSOR and the State of California and pursuant to which the State

of California has agreed to pay a certain percentage of the allowable project costs. The State of California is not a party to this Agreement and no reference in this Agreement to any representative thereof, or to any rights granted to the any representative thereof or the State of California by the Agreement, makes the State of California a party to this Agreement.

The CONSULTANT and the SPONSOR agree that properly authorized officials of the State of California may from time to time inspect all Project documents for the purpose of insuring compliance with California laws and protecting the interests of the State of California.

ARTICLE 20—FEDERAL PARTICIPATION

The FAA is not a party to this Agreement, although the project work program covered by this Agreement may be financially aided in part by a Grant Agreement between the SPONSOR and the FAA. The SPONSOR and the CONSULTANT hereby agree to comply fully with the conditions set forth in detail in the Grant Agreement as though they were set forth in detail in this Agreement, including the requirements set forth in Schedules "D", "F", "G", and "H" hereto. The CONSULTANT further agrees that, by reason of complying with the conditions of the Grant Agreement, no obligation is entailed on the part of the FAA to the CONSULTANT.

The CONSULTANT and the SPONSOR agree that properly authorized officials of the FAA may from time to time inspect all Project documents for the purpose of insuring compliance with Federal laws and protecting the interests of the FAA.

ARTICLE 21—MISCELLANEOUS

- A. The CONSULTANT shall require all persons employed to perform services hereunder, including its subconsultants or subcontractors, agents, officers, and employees, to comply with all applicable laws in the jurisdiction in which the projects are located.
- B. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
- C. By execution of this Agreement, the CONSULTANT represents that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining any approval of this Agreement.
- D. Any notice required under this Agreement shall be in writing, addressed to the appropriate party at the address set forth above (as modified in writing from time to time by such party), and shall be given personally; by registered or certified first-class mail, postage prepaid and return receipt requested; by facsimile transmission, with confirmation of receipt; or by a nationally-recognized overnight courier service, with proof of receipt. Notice shall be effective upon the date of receipt. For purposes of this Agreement, failure or refusal to accept receipt shall constitute receipt nonetheless.
- E. This Agreement, and the interpretation and enforcement of the provisions hereof, is governed by the laws of the State of California.
- F. SPONSOR acknowledges that:
 - CONSULTANT is not recommending any action to SPONSOR or other obligated person hereunder that would cause CONSULTANT to be considered a municipal advisor for purposes of the Securities and Exchange Commission Registration of Municipal Advisors Rule, 78 Fed. Reg. 67468 (2013);

- CONSULTANT does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 (15 U.S.C. 78o-4) to SPONSOR or other obligated person with respect to the information and material contained in this Agreement or any Project deliverable; and
- SPONSOR or other obligated person should discuss any information and material contained in this Agreement or Project deliverable with any and all internal or external advisors and experts that SPONSOR or other obligated person deems appropriate before acting on this information or material.

ARTICLE 22— SUBCONSULTANTS/SUBCONTRACTORS

All subconsultants and subcontractors performing services for or work on this Project shall be bound by the same required provisions of this Agreement as is the CONSULTANT. As set forth above, all agreements between the CONSULTANT and a subconsultant, subcontractor, or vendor shall include all standard required contract provisions, and such agreements shall be subject to review by Caltrans and the FAA.

ARTICLE 23 — FORCE MAJEURE

Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences or events beyond the control of the party affected, including, but not limited to, acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; loss of utility services; blizzard; flood; fire; labor unrest; strike; war; riot; or any cause the party is unable to prevent with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay. Additionally, if the delay resulting from any of the foregoing increases the cost of or time required by CONSULTANT to perform its services hereunder in an orderly and efficient manner, then CONSULTANT shall be entitled to an equitable adjustment in schedule and/or compensation.

ARTICLE 24 — DISPUTE RESOLUTION

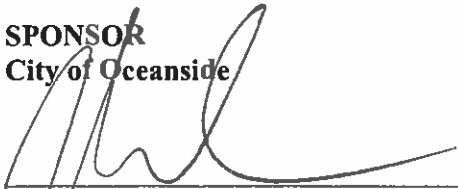
- A. The SPONSOR and the CONSULTANT agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them prior to exercising their right under Section 24B below. The thirty-day period may be extended upon mutual agreement of the parties.
- B. If any dispute cannot be resolved pursuant to Section 24A, and only if mutually agreed by the SPONSOR and the CONSULTANT, said dispute and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement or the breach of any provision hereof (“disputes”) shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to a party initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation become binding. The cost of mediation shall be shared equally between the parties.

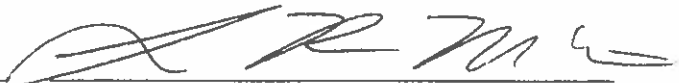
IN WITNESS WHEREOF, this Agreement has been executed by the SPONSOR, acting by and through a duly-authorized officer of the City of Oceanside, who has caused the seal of his or her office to be affixed hereto, and by the CONSULTANT, acting by and through a duly-authorized officer, effective the day and year first above-written.

SIGNATURES FOLLOW ON PAGE 11

SPONSOR
City of Oceanside


CONSULTANT
C&S Engineers, Inc.


For 
Jonathan Borrego, Interim City Manager
Date: 6/28/2022


Lance McIntosh, P.E., Service Group Manager
Date: 6/21/22

APPROVED AS TO FORM:

ATTEST:


City Attorney


Date: 6-21-22

Date: _____

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE
ME THIS 21st DAY OF June, 20 22
IN WITNESS WHEREOF I HEREWITH SET MY
HAND AND OFFICIAL SEAL.

 NOTARY PUBLIC



SCHEDULE "A"
(Sample Work Order)

WORK ORDER NO. __

TO: _____

RE: _____
(Project Identification)

1. AUTHORIZATION REQUEST:

In conformance to your instructions, and in accordance with the Agreement between the _____ (SPONSOR) and C&S Engineers, Inc. (CONSULTANT) for providing periodic professional services, we enclose two (2) originals of our request for authorization to furnish services in connection with _____.

2. DESCRIPTION OF SERVICES: _____

3. SPONSOR 'S RESPONSIBILITIES:

[Sponsor's responsibilities shall be as described in Section 3 of the Agreement.]
[Sponsor's responsibilities in Section 3 of the basic Agreement are modified as follows:]

4. PERIOD OF SERVICES:

[Services are to be completed by _____ 20__.]
[Services are to be provided in conformance to the following schedule:]

5. PAYMENTS:

[Payments shall be made in accordance with the Article 2A [OR 2B- include amounts OR OTHER] of the Agreement. The estimated total fee amount is _____.]

6. GENERAL CONSIDERATIONS

The CONSULTANT designates _____ as the person who will be responsible for coordinating the services rendered by the CONSULTANT for the Project.

7. SPECIAL PROVISIONS:

The following Special Provisions for the Project shall serve to amend affected portions of the Agreement where applicable, the unaltered portions thereof to remain in force:

Your signature, in the space provided below, will signify approval of the terms and conditions of this request which, together with the basic Agreement [and Attachments identified below] will constitute Work Order No. ____.

Please return this executed Work Order, which shall constitute your authorization to proceed, to our office [together with the executed attachments].

Very truly yours,

SPONSOR:
CITY OF OCEANSIDE

CONSULTANT:
C&S ENGINEERS, INC.

By: _____

By: _____

Title: _____

Title: Department Manager

Dated: _____

Dated: _____

[ATTACHMENTS:

_____]

SCHEDULE "B"
C&S ENGINEERS, INC. - 2021 RATES

Job Title	Hourly Rate
ENGINEERING	
Department Manager	\$263.00
Managing Engineer	\$226.00
Senior Project Engineer	\$210.00
Project Engineer	\$174.00
Engineer	\$152.00
Staff Engineer	\$116.00
Senior Designer	\$131.00
Designer	\$100.00
Resident Engineer	\$131.00
Senior Inspector	\$121.00
Administrative Assistant	\$79.00
PLANNING	
Service Group Manager	\$315.00
Managing Director	\$304.00
Director, Terminal	\$294.00
Director	\$231.00
Associate Director, Terminal	\$263.00
Associate Director	\$210.00
Principal Consultant	\$189.00
Senior Consultant	\$137.00
Consultant	\$116.00

SCHEDULE "C"

INTENTIONALLY OMITTED

SCHEDULE "D"



OMB CONTROL NUMBER: 2120-0562
EXPIRATION DATE: 8/30/2023

Selection of Consultants Airport Improvement Program Sponsor Certification

Sponsor: City of Oceanside

Airport: (OKB) Bob Maxwell Memorial Field / Oceanside Municipal Airport

Project Number: 3-26-0173

Description of Work: PERIODIC GENERAL AIRPORT CONSULTANT SERVICES

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- Yes No N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- Yes No N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- Yes No N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
- Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement: beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- Yes No N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- Yes No N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- Yes No N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
- Yes No N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- Yes No N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place (2 CFR §200.318(j)).

Yes No N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes No N/A

Attach documentation clarifying any above item marked with 'no' response.

Sponsor's Certification

I certify, for the project identified herein, responses to the foregoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of

Name of Sponsor: City of Oceanside

Name of Sponsor's Authorized Official: Vicki Gutierrez

Title of Sponsor's Authorized Official: Real Estate Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

SCHEDULE E

(RESOLUTION OR OTHER AUTHORIZATION TO BE INSERTED)

SCHEDULE F

ENGINEER'S REPORT

The following has been compiled as guidance covering what will be reflected in an Engineer's Report:

Chapter I - Introduction

1. **Scope**—A brief explanation of the scope of the proposed development as indicated in the Tentative Allocation, and how it fits in with the present and future development of the airport as shown on the approved Airport Layout Plan. This is not to be construed as another justification of the item(s) which has (have) already been accomplished during the development and processing of the Request for Aid. However, the Request for Aid and Tentative Allocation letter should be included in this section.
2. **Environmental and Safety Consideration**— Fulfillment of environmental consideration and commitments as per the project Environmental Clearance issued by the FAA and AC 150/5370-2, "Operational Safety on Airports During Construction."
3. **Applicable FAR Part 77 Surfaces.** Include sketch of applicable FAR Part 77 surfaces showing any obstruction, plan, and profile, and any pertinent data and/or discussion concerning them, especially with respect to the proposed project.
4. State what is the critical aircraft for design purposes and the basis of selection.

Chapter II - Design

1. **Design Standards**—A listing of the applicable Advisory Circulars that are current on the date of the Tentative Allocation as shown in the latest tri-annual listing in the Federal Register and which are mandatory as per Paragraph 83 and Appendix I of FAR Part 152. In the event the SPONSOR/Engineer wishes to use either draft or non-mandatory Advisory Circulars or other standards, a written request, including the rationale therefore, shall be promptly submitted through the SPONSOR for FAA consideration and inclusion in the report. The processing of the request shall be accomplished in accordance with Order 5300.1A. Include a discussion as to any variances from the design standards and request for waivers.
2. **Unusual Local Conditions**—Identification and explanation of local conditions not covered by the standards listed in above item (1) which will require modification. This should include a discussion of the local condition, alternative solutions, recommended solution, and the rationale for same. The discussion shall also include economics, scheduling, methods, and effect on other facilities, operations, parties, etc. Some typical items that may generate this type of discussion are:
 - A. unusual soil classification, including drainage and structural characteristics;
 - B. unusual weather conditions, such as precipitation and temperature;
 - C. availability, proximity, and costs of construction material, manpower, on and off-site equipment, and plans, etc.;
 - D. special design to accommodate unusual equipment and/or operations (e.g., off-hour construction or non-standard construction procedures).

3. **Soils Report and Other Test Reports.** Either a separate document or include in Engineer's Report. In soils report discuss reason for stopping borings at given elevations, assumption used in report and why the number and types of tests were chosen. If separate, it should be referenced in Engineer's Report.
4. **Pavement Design.** Discuss pavement design rationale, making references to publications used, including applicable graphs, etc., if necessary. Include Pavement Design Form 5100-1 and Pavement Gradients and Cross Sections.
5. **Drainage Design**—Discuss drainage design rationale, including grades, drainage structures (sizes, slope, strength, etc.), and sketch of drainage layout.
6. **Lighting**—Discussion should include the following:
 - A. Lighting system layout, including approach survey for VASI.
 - B. Plan and profile sketch for NAVAID projects.
 - C. Series lighting design (HIRL, MIRL, MITL, Centerline, TDZ), including:
 - 1) Physical layout sketch;
 - 2) Present regulator rating, condition, and load;
 - 3) Proposed load under this project;
 - 4) Future load;
 - 5) Wire sizes and length of runs.

Chapter III - Contract Provisions and Eligibility

1. **Contract Technical Provisions**—Discussion on the adaptation of the construction contracts' technical provisions in order to avoid conflicts between the technical requirements of the SPONSOR, the FAA, and other Grantor Agencies. Typical areas for consideration are:
 - A. Asphalt and concrete pavements (e.g., P-401 & P-501)
 - B. Drainage structures
 - C. Fencing (type, etc.)
 - D. Concrete
 - E. Turfing
 - F. Excavation and embankment
 - G. Painting
 - H. Alternate bids
2. **Contract General Provisions—(Non-Technical).** Discussion on the adaptation of the construction contract's general (non-technical) provisions in order to avoid conflicts between the procurement requirements of the SPONSOR, the FAA, and other Grantor Agencies. Typical areas for consideration are:
 - A. Definitions

- B. State, Federal, and local wage rates and labor provisions
- C. EEO provisions, including Hometown or Imposed Plans
- D. Insurance
- E. Bid, payment and performance bonds
- F. Payment provisions and application
- G. Change Orders
- H. Claims
- I. Extra work
- J. Material submissions, substitutions and approvals
- K. Survey and layout procedure and responsibility
- L. Guaranty and warranty procedure and responsibility
- M. “As Built” information and responsibility
- N. Pre-Construction Conference
- O. Notice to Proceed
- P. Stop Orders
- Q. Time extensions
- R. Airport operations and requirements
- S. Repair and/or replacement or damage facility requirements
- T. Work schedule (bar chart, PERT, etc.)
- U. Bidding forms and requirements
- V. SPONSOR and Grantor Agency authority and responsibilities
- W. Safety (Order EA 5210.1)

3. **Non-Eligible Work.** Identification, justification and details of separation of non-eligible work to be included in ADAP contract. This shall also cover the impact that the non-eligible work will have on costs and scheduling of ADAP work.

4. **Eligible Work to be Done by Others**—Identification, justification and details of eligible work to be done by others, such as utility companies, Sponsor Force Account, etc. This shall also cover the impact that others doing eligible work will have on costs and scheduling of ADAP work.

5. **Scheduling and Coordination**—Identification, justification and details of scheduling and coordination where project work will impact or be impacted by other parties and/or activities such as airport users, airlines, public, FBO, National Weather Service, FAA Sponsor, other contractors, military, utilities, concessionaires, etc. This discussion shall also cover the economic conditions of the general and local construction market conditions, with a view to obtaining the most advantageous bids. Included in the discussions should be what effect the Grantor Agency’s (FAA, State, Sponsor, etc.) commitments have on the schedule.

6. **Construction Inspection and Testing.** Discussion of construction inspection, sampling, and

testing, which shall include personnel, experience, techniques, methods, standards, results, timing facilities, etc., and their relationship to the requirements of the approved Engineering Agreement and construction contract.

7. **Submittal of the Engineer's Report.** The Engineer's Report will accompany each submittal of the plans and specifications, to the degree of development commensurate with the submittal itself. The Sponsor/Engineer must understand that without submittal of the Engineer's Report, the plans and specifications will be returned without comments.

END OF SCHEDULE

SCHEDULE G

CERTIFICATION OF CONSULTANT

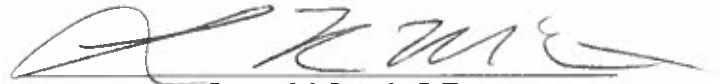
I hereby certify that I am the Service Group Manager of the Western Pacific Region - Aviation Group and a duly authorized representative of the firm of C&S Engineers, Inc., whose address is 2575 E. Camelback Road, Suite 740, Phoenix, AZ 85016, and that neither I nor the above firm I here represent has:

- A. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Contract.
- B. agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- C. paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this Contract, involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable state and Federal laws, both criminal and civil.

6-21-22

Date



Lance McIntosh, P.E.
Service Group Manager

END OF SCHEDULE

**SCHEDULE H
AIRPORT AID PROGRAM**

Contractor Contractual Requirements

ACCESS TO RECORDS AND REPORTS

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

BREACH OF CONTRACT TERMS

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

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

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

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:

City of Oceanside, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the

Compliance with Nondiscrimination Requirements

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 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);
- 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;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 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);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-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;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

CLEAN AIR AND WATER POLLUTION CONTROL

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

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

DEBARMENT AND SUSPENSION

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the 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 disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Lake Havasu City. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Lake Havasu City. This clause applies to both DBE and non-DBE subcontractors.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Lake Havasu City to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

TEXTING WHEN DRIVING

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246

Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

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

CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act

of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TERMINATION OF CONTRACT

Termination for Convenience

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

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

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

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

Termination for Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project;
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

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

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

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

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

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

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

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner

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

TRADE RESTRICTION CERTIFICATION

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

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for defaulting to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

END OF SCHEDULE

Client#: 25451

CSWORLDW

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Greyling Ins. Brokerage/EPIC, 3780 Mansell Road, Suite 370, Alpharetta, GA 30022. CONTACT NAME: Carly Underwood, PHONE: 770.670.5324, E-MAIL ADDRESS: carly.underwood@greyling.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Berkley Assurance Company, NAIC #: 39462.

COVERAGES CERTIFICATE NUMBER: 21-22 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) For Professional Liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. Re: Periodic General Airport Consultant Services, 5-Year Term; Oceanside City Airport.

CERTIFICATE HOLDER: City of Oceanside, 300 North Coast Highway, Oceanside, CA 92054-0000. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: D.H. Gilling

ASSISTANT SECRETARY'S CERTIFICATE

The undersigned, duly-elected Assistant Secretary of C & S Engineers, Inc. (the Corporation), hereby certifies that:


1. The following is a true copy of a Corporate Resolution adopted by the Corporation's Board of Directors at a meeting duly called on January 24, 2022:

RESOLVED, the listing of Authorized Signers, which was first approved by the Board at its July 31, 2006, Annual Meeting; revised by the Board at its June 18, 2020, Annual Meeting; and reaffirmed as revised by the Board at its July 12, 2021, Annual Meeting be amended to remove Mrs. Clegg and Mr. Palin from the first category--"Contracts/Agreements for C & S Services"--and that Mr. Obrist and Mr. LaMontagne be added.

2. The attached list of Authorized Signers is a true copy of the document adopted in the above Corporate Resolution.
3. Lance R. McIntosh is a Department Manager of the Corporation and is included among the designees of the Board of Directors who are authorized to bind the Corporation in contractual matters.
4. Said Corporate Resolution and list of Authorized Signers have not been amended, revised, modified, or rescinded, and remain in full force and effect in accordance with their terms, as of the date of this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of C & S Engineers, Inc., this 7th day of June 2022.

C & S ENGINEERS, INC.


By: Jennifer T. Smith
Assistant Secretary

C & S ENGINEERS, INC.
AUTHORIZED SIGNERS
 (Revised January 24, 2022)

DOCUMENT	CEO, PRES., EXEC. & SR. VP, COO, VP, ASST VP	GROUP MGR., ASSOC. GRP. MGR, SR. PRINCIPAL, DEPT. MGR., PRINCIPAL ENG., SR. CONSTR. SUPER., CONSTR. SUPER	MANAGING ENG., CHIEF ENG.*** DIRECTOR, ASSOC. DIRECTOR	PE*** PRINCIPAL CONSULTANT	ENG*** SENIOR CONS. CONS.	PROJECT MGR.	OTHER
Contracts/Agreements for C & S Services	Designated by Board of Directors: J.T. Camp, K.A. Cerro, M.C. Champigny, B.W. Clark, M.D. Hotaling, T.F. Hughes, R.J. Koller, M.W. LaMontagne, L.R. McIntosh, R.N. McLaughlin, A. Maguire Meyer, J.F. Morrissey, J.D. Nadzan, D.J. Obrist, B.K. Salt, J.D. Trimble, M.J. Wenham						
Cost Proposals/Contracts/Agreements/Work Orders under \$100,000 **	X	X	Z	Z	Z	Z	
Contract (Prime) Correspondence	X	X	Z	Z	Z	Z	
Recommendation of Award	X	X	Z	Z		Z	
Contractor Payment Requests	X	X	X			X ^[1]	
Plans & Specs and Addenda	O	O	O	O			
Record Drawings	O	O	O	O		O	
Technical Proposals	X	X	X	X	X	X	
Qualification Statements	X	X	X	X	X	X	X ^[2]
Notice to Proceed	X	X	X	Z	Z	X	
RFPs for Subconsultants	X	X	X	X	X	X	
Agreements w/Subconsultants	X	X	Z	Z	Z	Z	
Written Instruments *	O	O	O				
Memoranda of Understanding/Teaming Agreements	X	X	Z				Z ^[6]
Non-Disclosure Confidentiality Agreements	X	X	Z				
Technical Corres. (Ltrs/Trans)	X	X	X	X	X	X	
Shop Drawing Approval ^[5]	X	X	X	X	Z	X	
Bid Tabs	X	X	X	X	Z	X	
Approval of Contractor's Construction Schedule	X	X	X	X		X	Z
Approval of Contractor's Subcontractors	X	X	X			X	Z
Approval of Requests for Change in Design or Substitution	X	X	X ^[5]	Z ^[5]	Z ^[5]	X ^[5]	
Change Orders ^[5]	X	X	X	X		X	
Final Acceptance of Construction	O	O	O	O		O	
Engineering Construction Certification	O	O	O	O		O	
Decision Letter (Construction Claim)	O	O					
Grant Approval/Reimbursement Transmittal	X	X	X	X	X	X	X ^[3]
Billing Req./Prog. Reports Award	X	X	X	Z	Z	X	
Offer Letters of Employment							X ^[7]
Admin. Correspondence (In-house)	X	X	X	X	X	X	X ^[4]

X Individual can sign without limitation.

O Individual must be a PE, RA, or LS.

Z These individuals may sign with Grp. Mgr.'s approval.

[1] Subject to client's approval (Res. Eng./C.M.).

[2] Marketing Director

[3] Grant Administrator

[4] Admin. (Purchasing, Repro., etc.)

[5] With prior approval of Design Project Manager or Designer of Record.

[6] Bus. Dev. Mgr. can sign w/Grp. Mgr.'s Approval

[7] Board in coordination with Human Resources Director

** All cost proposals must be reviewed by an ME or above, other than the originator.

*** Engineer title referenced is interchangeable with any equivalent technical title.

* Any type of written instrument relating to technical professional formal expression.