MOJAVE AIR AND SPACE PORT

REGULAR MEETING OF THE BOARD OF DIRECTORS

Date: January 19, 2021 Time: 2:00 p.m.

Due to the COVID-19 state of emergency, the Board of Directors will conduct this meeting via Zoom Video Conference. A physical location will not be available to the public. You may participate in the meeting by using the call in number specified in this Notice of Meeting or access the web page below. If you wish to speak to an item on the agenda, please inform the Board Chair when he asks for public comment. The Board's normal rules for public comment apply: speakers are limited to 3 minutes per item. You may also email comments to Lynn@mojaveairport.com prior to the start of the meeting, and your comment(s) will be distributed to the directors at the meeting.

If you need special assistance to participate in the meeting, please contact Lynn at Lynn@mojaveairport.com, and the District will attempt to accommodate your need.

Zoom Video Conference

https://us02web.zoom.us/j/84017037589?pwd=czRleTV2ZWpudU5lZ1FtUjBiVXF3UT09

Phone: 669-900-9128

Meeting ID: 840 1703 7589

Passcode: 608090

AGENDA

1. Call to Order

- A. Pledge of Allegiance
- B. Roll Call
- C. Approval of Agenda

2. Community Announcements

Members of the audience may make announcements regarding community events.

3. Consent Agenda

All items on the consent agenda are considered routine and non-controversial and will be approved by one motion unless a member of the Board, staff, or public requests to move an item to Action Items.

A. Minutes of the Regular Board Meeting January 5, 2021

4. Action Items

- A. Orbital Sciences Corp, 1,800 SF Unimproved Land Lease Assignment to Northrop Grumman Systems Corp.
- B. Runway 12/30 Rehabilitation Scope of Work Mead & Hunt
- C. Website Update
- D. Taxiway C Project Status
- E. Airport Hangar Development

5. Reports

- A. CEO/GM Reports
- B. Board Committees
- C. Board of Directors: This portion of the meeting is reserved for board members to comment on items not on the agenda.

6. Public Comment on Items Not on the Agenda

Members of the public may make comments to the Board on items not on the agenda.

7. Closed Session

- A. Public Employee Appointment (Govt Code 54957): CEO/GM
- B. Potential Litigation (Govt Code 54956.0) MASP v. Scaled Composites
- C. Performance Evaluation CEO (Govt Code 54957)

8. Closed Session Report

Adjournment

This Agenda was posted on January 15, 2021 by Jason.

<u>ADA Notice:</u> Persons desiring disability-related accommodations should contact the District no later than forty-eight hours prior to the meeting. Persons needing an alternative format of the agenda because of a disability should notify the District no later than seventy-two hours prior to the meeting. All inquiries/requests can be made by phone at (661) 824-2433, in person at 1434 Flightline, Mojave, CA, or via email to carrie@mojaveairport.com.

<u>Copy of Records</u>: Copies of public records related to open session items are available at the administrative office of the District at 1434 Flightline, Mojave, CA.

<u>Public Comments:</u> Members of the public may comment on items on the agenda before the Board takes action on that item, or for closed session items, before the Board goes into closed session. Comments on items not on the agenda, and over which the Board has jurisdiction, may be made under "Public Comments on Items not on the Agenda," but the Board may not take action on any issues raised during this time. All comments by members of the public are limited to three minutes.

MISSION STATEMENT

FOSTER AND MAINTAIN OUR RECOGNIZED AEROSPACE PRESENCE WITH A
PRINCIPLE FOCUS AS THE WORLD'S PREMIER CIVILIAN AEROSPACE TEST CENTER
WHILE SEEKING COMPATIBLY DIVERSE BUSINESS AND INDUSTRY

BOARD OF DIRECTORS

MINUTES OF THE REGULAR MEETING ON JANUARY 5, 2021

(All votes at this meeting were taken by roll call since the meeting was conducted by teleconference)

1. CALL TO ORDER

The meeting was called to order on Tuesday, January 5, 2021 at 2:00 p.m. by Director Deaver.

A. Roll Call:

Directors present via tele-conference: Balentine, Barney, Coleman, Deaver and Morgan

Directors absent:

Others present via tele-conference: CEO Drees, CEO Evans, DOO Himes, DOA Rawlings, DOP VanWey, DOF Smith, DOT Buck, and District Counsel Navé.

B. Approval of Agenda

Upon motion by Director Balentine, seconded by Director Morgan, The Board unanimously approved the agenda.

2. Elections officers:

Director Deaver motioned for the new positions be Director Balentine as President, Director Morgan as Vice-President, Director Coleman as Secretary and Director Barney as Treasurer. After discussion, Director Deaver amended his motion, seconded by Director Balentine, to Balentine as President, Morgan as Vice-President, Coleman as Treasurer and Barney as Secretary, which was unanimously approved by the Board.

3. Community Announcements

There were no Public Comments.

4. Consent Agenda

Upon motion by Director Deaver, seconded by Director Barney, the Board unanimously approved the Consent Agenda.

A. Minutes of the Regular Board Meeting December 15, 2020

5. Action Item

There were no Action Items

6. Reports

A. Finance Reports

DOA Rawlings presented the financial reports ending November 30, 2020.

B. CEO/GM Report

CEO Drees said today is her last day with MASP and that CEO Evans is now fulltime. CEO Drees also stated going forward Directors need to contact CEO Evans with any questions or concerns, then CEO Evans will direct staff as needed. CEO Drees also expressed her affection working in Mojave and with MASP staff. CEO Drees stated MASP has a great qualified staff with skill sets that are in high demand all over the world. Directors Deaver and Balentine both thanked CEO Drees for the work that she's done while at MASP.

C. Board Committees

There were no comments.

D. Board of Directors

Director Deaver stated he'd like to see the Website updated. Director Barney stated she'd like the Agendas more accessible. Director Coleman stated he was concerned about tearing down the T-Hangars and wants to discuss the FAA Grant for the TW C Rehab Project. CEO Drees, Director of Operations and Director of Planning VanWey explained why the hangars were being torn down. CEO Evans stated some of these topics may be better discussed in a Budget Meeting. Director Balentine and District Counsel Navé stated Directors can comment on any item not on the Agenda, but items can't be discussed in detail without being in violation of the Brown Act.

Director Coleman questioned if the Draken aircraft and Virgin Orbit were being charged for their use of the flightline. CEO Drees stated the recently moved Draken is short term based on MASP purchasing Hangar 964 and is not being charged and that Virgin Orbit is being charged under an Access License. CEO Drees suggested if Directors wanted to know this type of information to contact CEO Evans directly. Director Barney requested a Public Outreach item be placed on the next agenda. Director Balentine stated he'd put hangar development on the next agenda.

7. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

John Himes, Director of Operations read a statement from MASP staff addressed to Karina Drees "Thank you for your Leadership and your Vision. You will be missed and so you won't miss us, we have a little gift for you to remember us by." DOO Himes displayed a picture of a framed collage of pictures of memorable events that happened while CEO Drees was in charge.

8. Closed Session

- A. Public Employee Appointment (Govt Code 54957): CEO/GM
- B. Potential Litigation (Govt Code 54956.9) MASP v. Scaled Composites

9. Closed Session Report

In Closed session, the CEO and Board discussed the appointment of new CEO and the potential litigation. No other items were discussed.

10. Ethics Training

District Counsel Navé administered the AB 1234 Ethics Training to Directors, Balentine, Barney, Coleman, Deaver and Morgan from 3:20 to 4:32.

ADJOURNMENT

There being no further business to come before at 4:32 pm.	the Board, the chair adjourned the meeting
ATTEST	Jimmy R. Balentine, President
Diane Barney, Secretary	



STAFF MEMORANDUM

TO: Board of Directors

FROM: Lynn Johansen

SUBJECT: Orbital Sciences, 1,800 sf Unimproved Land – Northrop Grumman

Systems Corp. Lease Assignment

MEETING DATE: January 19, 2021

Background:

Orbital Sciences originally leased the land on April 18, 2005 and it's currently a month to month lease. Northrop Grumman Corp. purchased Orbital Sciences in 2018. Now Northrop Grumman Corp. is requesting the Orbital Sciences lease be assigned to Northrop Grumman Corp.'s subsidiary Northrop Grumman Systems Corp.

Impacts:

Fiscal: None Environmental: None Legal: None

Recommended Action:

Staff recommends approval of the Assignment of Lease



Northrop Grumman Corporation 2980 Fairview Park Drive Falls Church, VA 22042-4511 northropgrumman.com

Lease Code:

US066P01

Site Location: Approximately 15,000 square feet of unimproved real property

Mojave Airport Mojave, California

January 1, 2021

VIA U.S. MAIL

East Kern Airport District 1434 Flight Line Mojave, California 93501 (661) 824-2433

Re: That certain lease (the "Lease") consisting of the Lease Agreement dated April 18, 2005, by and between East Kern Airport District ("Landlord") and Orbital Sciences Corporation ("Prior Tenant"), with respect to the space located at Approximately 15,000 square feet of unimproved real property, Mojave Airport, Mojave, California (the "Premises").

Dear Landlord:

Please be advised that as part of an internal reorganization following the merger of Orbital Sciences Corporation, its subsidiaries and affiliates into Northrop Grumman Corporation, all of the Prior Tenant leases have been assigned to Northrop Grumman Systems Corporation ("New Tenant"), the operating subsidiary of Northrop Grumman Corporation. Pursuant to Section 11 of Lease of the above-referenced Lease, this letter shall serve as Prior Tenant's notice to Landlord of the assignment of the Lease to, and assumption of the Lease by, New Tenant effective as of January 1, 2021 (the "Effective Date").

Please note the following with respect to the assignment and assumption of the Lease:

1. New Tenant's address for notices, as tenant under the Lease, is:

Northrop Grumman Systems Corporation 2980 Fairview Park Drive Falls Church, Virginia 22042 Attn: Law Dept. - Real Estate Legal Notices

With a copy to:

Northrop Grumman Systems Corporation One Space Park Drive, M/S: D2 Redondo Beach, California 90278 Attn: Corporate Real Estate - Legal Notices

2. From and after the Effective Date, any and all references in the Lease to Prior Tenant shall be deemed to refer entirely to New Tenant.

We have enclosed two (2) originals of this letter for your convenience. Please execute this letter below in the space provided in order to confirm your receipt and consent to the foregoing, and return one (1) signed original of this letter to Christa Dommers, Esq., c/o Seyfarth Shaw LLP, 975 F Street NW, Washington, DC 20004, (202) 828-3521, cdommers@seyfarth.com, in the enclosed self-addressed, stamped envelope. Please contact Ms. Dommers directly with questions.

Orbital Sciences Corporation

By:
Name: A.J. Paz

Title: Corporate Director of Real Estate

Title: Corporate Director of Real Estate

cc: Northrop Grumman Corporation

THE FOREGOING NOTICE LETTER DATED JANUARY 1, 2021 IS HEREBY ACKNOWLEDGED AND AGREED:

East Kern	Airport	District		
Ву: _				
Name: _				
Title: _				
Date:				

LEASE AND AGREEMENT

N . The state

This Lease and Agreement is made by and between East Kern Airport District ("District") and Orbital Sciences Corporation ("Lessee") on April 18, 2005.

Section 1. Premises

District leases to Lessee, and Lessee takes from District, approximately 15,000 square feet (0.34 acres) of unimproved real property located at Mojave Airport, Mojave, County of Kern, State of California, as depicted in Exhibit "A" attached.

Section 2. Term

- (a) The term of this Lease is one (1) year commencing on April 18, 2005 and terminating on April 17, 2006.
- (b) Provided Lessee is not in default, Lessee may extend this Lease for four additional one (1) year periods ("Option Periods"). Lessee shall notify District of its intent to exercise the options in writing at least sixty (60) days prior to termination of the then-current term. During the Option Periods, if any, the terms, conditions and covenants of this Lease shall apply, except as otherwise agreed in a writing signed by both parties.

Section 3. Consideration

- (a) Lessee shall pay rent as follows: \$360.79 for the real property plus \$262.50 for aircraft storage. These amounts include security. Rent shall be paid in advance on the first day of each month.
- The rent shall be adjusted annually (the "Adjustment Date"), if Lessee exercises it option(s) to extend this Lease, commencing on Lessee's first Adjustment Date April 18, 2006. Adjustments, if any, shall be based upon increases, if any, in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, for Los Angeles/Riverside/Orange County Area ("Index"). The Index in publication three (3) months immediately before the commencement of the term of this Lease shall be the "Base Index." The Index in publication three (3) months immediately before the then Adjustment Date shall be the "Comparison Index." As of each Adjustment Date, the Base Rent payable during the ensuing twelve-month period shall be increased by a percentage equal to the percentage increase, if any, in the Comparison Index over the Base Index. If the Comparison Index for any Adjustment Date is equal to or less than the Comparison Index for the preceding Adjustment Date (or the Base Index, in the case of First Adjustment Date), the Base Rent for the ensuing twelve-month period shall remain unchanged. When the Base Rent payable as of each Adjustment Date is determined, District shall promptly give Lessee written notice of such adjusted Base Rent and the manner in which it was computed. The adjusted Base Rent shall become the new "Base Rent."
- (c) If the rent is not paid by the 20th day of each month, District shall also be paid interest at the rate of 1.5 percent per month on the unpaid balance.

Section 4. Use of Premises

The Premises shall be used for modular office space, supporting equipment buildings and storage and maintenance of Lessee's L1011 aircraft, and for no other uses except upon written approval by District.

Section 5. Nuisance or Unlawful Uses

- (a) Lessee shall not commit waste, including environmental contamination, nuisance or unlawful activity on the Premises, nor shall Lessee permit others to commit waste, nuisance or unlawful activity on the Premises.
- (b) Lessee shall not engage in any activity on or about the Premises that violates any Environmental Law (as defined below), and shall promptly at Lessee's sole cost and expense, take all investigatory and/or remedial action reasonably required by District or ordered or required by any government agency or Environmental Law for clean-up and removal of any contamination involving any Hazardous Materials (as defined below) created, caused directly or materially contributed to by Lessee. The term "Environmental Law" shall mean any federal, state or local law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environmental conditions on, under or about the Premises, including without limitation, the following:
 - (1) Federal. Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA" or "Superfund"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), 42 U.S.C. § 9601 et seq.; Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. § 6901 et seq.; Clean Water Act ("CWA"), 33 U.S.C. § 1251 et seq.; Clean Air Act ("CAA"), 42 U.S.C. § 78401 et seq.; Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2601 et seq.; The Refuse Act of 1899, 33 U.S.C. § 407; Occupational Safety and Health Act Act ("OSHA"), 29 U.S.C. § 651 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) and the Environmental Protection Agency Table (40 CFR Part 302 and amendments thereto);
 - (2) California. Carpenter-Presley-Tanner Hazardous Substance Account Act ("California Superfund"), Cal. Health & Safety Code § 25300 et seq.; California Hazardous Waste Control Act, Cal. Health & Safety Code Sections 25100 et seq.; Porter-Cologne Water Quality Control Act ("Porter-Cologne Act"), Cal. Water Code § 13000 et seq.; Hazardous Waste Disposal Land Use Law, Cal. Health & Safety Code § 25220 et seq.; Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"), Cal. Health & Safety Code § 25249.5 et seq.; Hazardous Substances Underground Storage Tank Law, Cal. Health & Safety Code § 25280 et seq.; California Hazardous Substance Act, Cal. Health & Safety Code § 28740 et seq.; Air Resources Law, Cal. Health & Safety Code § 25500-25541; Toxic Pits Cleanup Act of 1984 ("TPCA"), Cal. Health & Safety Code § \$ 25208-25208.17;
 - (3) Other Laws and Regulations. All other regulations promulgated pursuant to said foregoing laws or any amendments or replacement thereof, provided such

amendments or replacements shall in no way limit the original scope and/or definition of Hazardous Materials defined herein as of the Effective Date of this Lease.

The term "Hazardous Materials" includes, without limitation, any material or substance which is (a) defined or listed as a "hazardous waste", "extremely hazardous waste", "restrictive hazardous waste" or "hazardous substance" or considered a waste, condition of pollution or nuisance under the Environmental Laws; (b) petroleum or a petroleum product or fraction thereof; (c) asbestos; (d) polychlorinated bipheny; (e) flammable explosives; (f) urea formaldehyde; and/or (g) substances known by the State of California to cause cancer and/or reproductive toxicity. It is the intent of the parties hereto to construe the terms "Hazardous Materials" and "Environmental Laws" in their broadest sense. Lessee shall provide prompt written notice to District of the existence of Hazardous Materials on the Premises and all notices of violation of the Environmental Laws received by Lessee. Lessee shall not bring onto, create or dispose of, in or about the Premises or Mojave Airport, including but not limited to its sewage or storm drain systems, any Hazardous Materials.

- (c) Lessee shall comply with all laws, ordinances and regulations regarding the disclosure of the presence or danger of Hazardous Materials.
- (d) Lessee shall obtain and maintain during the term of the Lease all permits, approvals and authorizations required by government agencies regarding its operations and use of the Premises.
- (e) Lessee shall indemnify, protect, defend (with counsel reasonably acceptable to District) and hold District and each of its officers, directors, partners, employees, agents, attorneys, successors and assigns (collectively, the "Indemnitees") free and harmless from and against any and all claims, liabilities, damages, costs, penalties, forfeitures, losses or expenses (including attorneys' fees and costs) for death or injury to any person or damage to any property whatsoever (including water tables and atmosphere) ("Claims") arising or resulting in whole or in part, directly or indirectly, from the presence or discharge of Hazardous Materials, in, on, under, upon or from the Premises or the improvements located thereon or from the transportation or disposal of Hazardous Materials to or from the Premises related to or arising from Lesses's operations and use of the Premises.

Section 6. Holdover

If Lessee holds over beyond the term of this Lease with the consent of District, such tenancy shall be from month-to-month subject to the terms and conditions of this Lease. Holdover shall not be deemed renewal of this Lease and the Rent shall be at the price prevailing at the time of holdover.

Section 7. Fixtures and Improvements

- (a) Lessee shall not alter the Premises or permit the Premises to be altered without the prior written consent of District.
- (b) Lessee will not construct or permit to be constructed signs, awnings, marquees or other structures projecting from the exterior of the Premises without District's prior written consent. Lessee shall remove signs, displays, advertisements or decorations within thirty (30) days after having received written notice to remove from District.

Section 8. Utilities

Lessee is responsible to pay for and furnish all utilities including but not limited to water, gas, electricity, telephone service and waste system or sewer service used in or upon the Premises during the term of this Lease.

Section 9. Indemnification

Lessee shall defend, indemnify and hold District, its officers, agents and employees, free and harmless from liability, costs and damages, including attorney's fees, resulting from negligent acts, intentional acts or omissions to act by Lessee its officers, agents or employees, arising from or related to the Lease, including but not limited to Lessee's occupancy and/or operations on the District's premises. This provision is in addition to and cumulative of those contained in Section 5.

Section 10. Insurance

- (a) Lessee shall procure and maintain during the term of this Lease and any extensions, Commercial General Liability Insurance to protect against Bodily Injury and Property Damage, Products / Completed Operations and Personal & Advertising Injury for damages and accidents arising out of Lessee's business operations in, out of, and around the Leased Premises, for a minimum amount of \$1,000,000.00 combined single limit for Bodily Injury and Property Damage each occurrence and \$2,000,000.00 in the aggregate.
- (b) Lessee shall procure and maintain during the term of this Lease and any extensions, Pollution Legal Liability / Environmental Liability Insurance to protect against third party property damage / bodily injury and clean up of contaminants, for a minimum limit of \$1,000,000.
- (c) The policies shall name District as an additional insured. Lessee shall require the insurer to notify District in writing, at least thirty (30) days prior to cancellation, modification or refusal to renew such policy.

Section 11. Assignment

Lessee shall not assign this Lease or sublease the Premises, without District's written consent, which shall not be unreasonably withheld. One consent by District is not consent to subsequent assignments or subsequent subleases. Lessee's unauthorized assignment or sublease shall be void and shall terminate this Lease at District's option. Lessee's interest in this Lease is not assignable by operation of law.

Section 12. Taxes and Assessments

Lessee shall pay possessory interest property taxes assessed on the Premises before they become delinquent by law. Lessee shall also pay all assessments arising from the construction, reconstruction, maintenance or improvements that benefit the demised Premises. Such assessments shall be prorated based upon the useful life of the improvements as compared to the remaining term of the Lease.

Section 13. District's Remedies on Lessee's Breach

- (a) Events of Default. The occurrence of any of the following shall constitute a default and material breach of this Lease by Lessee.
 - (1) Any failure by Lessee to pay any rent, additional rent, or any other charge required to be paid under this Lease or under the Work Letter, or any part thereof, within three (3) days after notice from District indicating such amount is due (which notice shall be deemed in lieu of and to satisfy the provisions of California Code of Civil Procedure Section 1161 or any successor statute); or
 - (2) Any failure by Lessee to observe or perform any other provision, covenant or condition of this Lease or under the Work Letter to be observed or performed by Lessee where such failure continues for fifteen (15) days after written notice thereof from District to Lessee; provided that if the nature of such default is such that the same cannot reasonably be cured within a fifteen (15) day period, Lessee shall not be deemed to be in default if it shall commence such cure within such period and thereafter rectify and cure said default with due diligence; or
 - (3) Abandonment of the Premises or a substantial portion thereof by Lessee (Abandonment shall be defined herein to include, but not be limited to (a) any absence by Lessee from the Premises or a substantial portion thereof for twenty (20) days or longer and (b) the failure of Lessee to occupy the Premises within thirty (30) days of Substantial Completion of the Lessee Improvements); or
 - (4) To the extent permitted by law, a general assignment by Lessee or any guarantor of the Lease for the benefit of creditors, or the filing by or against Lessee or any guarantor of any proceeding under an insolvency or bankruptcy law, unless in the case of a proceeding filed against Lessee or any guarantor the same is dismissed within sixty (60) days, or the appointment of a trustee or receiver to take possession of all or substantially all of the assets of Lessee or any guarantor, unless possession is restored to Lessee or such guarantor within thirty (30) days, or any execution or other judicially authorized seizure of all or substantially all of Lessee's assets located upon the Premises or of Lessee's interest in this Lease, unless such seizure is discharged within thirty (30) days.
- (b) Remedies Upon Default. Upon the occurrence of any default by Lessee, District shall have, in addition to any other remedies available to District at law or in equity, the option to pursue any one or more of the following remedies (each and all of which shall be cumulative and nonexclusive) without any notice or demand whatsoever.
 - (1) Terminate this Lease, in which event Lessee shall immediately surrender the Premises to District, and if Lessee fails to do so, District may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and

expel or remove Lessee and any other person who may be occupying the Premises or any part thereof, without being liable for any claim or damages therefor; and District may recover from Lessee the following:

- (A) the worth at the time of award of any unpaid rent which has been earned at the times of such termination; plus
- (B) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss the Lessee proves could have been reasonably avoided; plus
- (C) the worth at the time of award of the amount by which the unpaid rent for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided; plus
- (D) any other amount necessary to compensate District for all the detriment proximately caused by Lessee's failure to perform its obligation under this Lease or which in the ordinary course of events would be likely to result therefrom, specifically including but not limited to, brokerage commissions and advertising expenses incurred, expenses of remodeling the Premises or any portion thereof for a new Lessee, whether for the same or a different use, and any special concessions made to obtain a new Lessee; and
- (E) at District's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to by applicable law.

The term "rent" as used in this Section 14(b) shall be deemed to be and to mean all sums of every nature required to be paid by Lessee pursuant to the terms of this Lease, whether to District or to others. Any such sums which are based on percentages of income, increased costs or other historical data shall be reasonable estimates or projections computed by District on the basis of the amounts thereof accruing during the twenty-four (24) month period immediately prior to default, except that if it becomes necessary to compute such sums before a twenty-four (24) month period has expired, then the computation shall be made on the basis of the amounts accruing during such shorter period. As used in Sections 14(b)(1)(A) and (B), the "worth at the time of award" shall be computed by allowing interest at the rate of ten percent (10%) per annum. As used in Section 14(b)(1)(C)), the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

(2) If District does not elect terminate this Lease on account of any default by Lessee, District may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due. Lessee acknowledges that District has the remedy described in California Civil Code Section 1951.4 and that District may continue the Lease in effect after Lessee's breach and abandonment and recover rent as it becomes due.

- (3) Whether or not District elects to terminate this Lease on account of any default by Lessee, District shall have all rights and remedies at law or in equity including, but not limited to, the right to re-enter the Premises, and District shall have the right to terminate any and all subleases, licenses, concessions or other consensual arrangements for possession entered into by Lessee and affecting the Premises or may, in District's sole discretion, succeed to Lessee's interest in such subleases, licenses, concessions or arrangements. In the event of District's election to succeed to Lessee's interest in any such subleases, licenses, concessions or arrangements, Lessee shall, as of the date of notice by District of such election, have no further right to or interest in the rent or other consideration receivable thereunder.
- (c) Waiver of Default. No waiver by District or Lessee of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other or later violation or breach of the same or any other of the terms, provisions, and covenants herein contained. Forbearance by District in enforcement of one or more of the remedies herein provided upon a default by Lessee shall not be deemed or construed to constitute a waiver of such default. The acceptance of any rent hereunder by District following the occurrence of any default, whether or not known to District, shall not be deemed a waiver of any such default, except only a default in the payment of the rent so accepted.
- (d) Additional Remedies Upon Default. In addition to any rights or remedies hereinbefore or hereinafter conferred upon District under the terms of this Lease, the following remedies and provisions shall specifically apply in the event Lessee engages in any one or more of the acts contemplated by the provisions of Section 17.1.4 of this Lease.
 - (1) In all events, any receiver or trustee in bankruptcy shall either expressly assume or reject this Lease within sixty (60) days following the entry of an "Order for Relief" or within such earlier time as may be provided by applicable law;
 - (2) In the event of an assumption of this Lease by a debtor or by a trustee, such debtor or trustee shall within fifteen (15) days after such assumption (i) cure any default or provide adequate assurance that defaults will be promptly cured; (ii) compensate District for actual pecuniary loss or provide adequate assurance that compensation will be made for actual pecuniary loss, including, but not limited to, all attorneys' fees and costs incurred by District resulting from any such proceedings; and (iii) provide adequate assurance of future performance;
 - (3) Where a default exists under this Lease, the trustee or debtor assuming this Lease may not require District to provide services or supplies incidental to this Lease before its assumption by such trustee or debtor, unless District is compensated under the terms of this Lease for such services and supplies provided before the assumption of such Lease;
 - (4) The debtor or trustee may only assign this Lease if (i) it is assumed, (ii) adequate assurance of future performance by the assignee is provided,

whether or not there has been a default under this Lease, and (iii) the debtor or trustee has received District's prior written consent pursuant to the provisions of Section 11.1 of this Lease. Any consideration paid by any assignee in excess of the rental reserved in this Lease shall be the sole property of, and paid to, District;

- (5) District shall be entitled to the fair market value for the Premises and the services provided by District (but in no event less than the rental reserved in this Lease) subsequent to the commencement of a bankruptcy event;
- (6) Any security deposit given by Lessee to District to secure the future performance by Lessee of all or any of the terms and conditions of this Lease shall be automatically transferred to District upon the entry of an "Order of Relief"; and
- (7) The parties agree that District is entitled to adequate assurance of future performance of the terms and provisions of this Lease in the event of an assignment under the provisions of the Bankruptcy Code. For purposes of any such assumption or assignment of this Lease, the parties agree that the term "adequate assurance" shall include, without limitations, at least the following:
 - (A) Any proposed assignee must have, as demonstrated to District's satisfaction, a net worth (as defined in accordance with generally accepted accounting principle consistently applied) in an amount sufficient to assure that the proposed assignee will have the resources to meet the financial responsibilities under this Lease, including the payment of all rent. The financial condition and resources of Lessee are material inducements to District entering into this Lease.
 - (B) Any proposed assignee must have engaged in the permitted use described in Article 5 hereof for at least five (5) years prior to any such proposed assignment.
 - (C) In entering into this Lease, District considered extensively Lessee's permitted use and determined that such permitted business would add substantially to the Lessee balance in the Tower, and were it not for Lessee's agreement to operate only Lessee's permitted business on the Premises, District would not have entered into this Lease. District's operation of the Tower and the Project will be materially impaired if a trustee in bankruptcy or any assignee of this Lease operates any business other than Lessee's permitted business.
 - (D) Any assumption of this Lease by a proposed assignee shall not adversely affect District's relationship with any of the remaining Lessees in the Tower or all or any portion of the Project taking into consideration any and all other "use" clauses and/or "exclusively" clauses which may then exist under their leases with District.

- (E) Any proposed assignee must not be engaged in any business or activity which it will conduct on the Premises and which will subject the Premises to contamination by any Hazardous Materials.
- (e) Efforts to Relet. For the purposes of this Article 17, Lessee's right to possession shall not be deemed to have been terminated by efforts of District to relet the Premises, by its acts of maintenance or preservation with respect to the Premises, or by appointment of a receiver to protect District's interest hereunder. The foregoing enumeration is not exhaustive, but merely illustrative of acts which may be performed by District without terminating Lessee's right to possession.
- (f) Default By District. District shall not be in default hereunder unless District fails to perform the obligations required of District within a reasonable time, but in no event later than thirty (30) days after written notice by Lessee to District, specifying wherein District has failed to perform such obligations; provided, however, that if the nature of District's obligation is such that more than thirty (30) days are required for performance, then District shall not be in default if District commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Nothing herein contained shall be interpreted to mean that Lessee is excused from paying rent due hereunder as a result of any default by District.

Section 14. Aeronautical Restrictions

- (a) District reserves a right of flight for the passage of aircraft in the air space above the surface of the Premises for the use and benefit of the public. This public right of flight shall include the right to cause noise inherent in the lawful operation of aircraft used for navigation or flight the air space or landing at, taking off from or operation on the Mojave Airport.
- (b) Lessee shall not erect or permit the erection of structures, buildings or objects of natural growth or other obstructions on the Premises above the height of 2,816 feet mean sea level elevation. If this covenant is breached, District may enter on the Premises and remove the structure or growth, at the expense of Lessee.
- (c) Lessee shall not make use of the Premises in a manner that interferes with lawful air navigation and communication, the landing or taking off of aircraft from Mojave Airport, or otherwise constitute an airport hazard. If this covenant is breached, District may re-enter the Premises and cause the abatement of such interference at the expense of Lessee.
- (d) District may further develop or improve the landing area at Mojave Airport regardless of the desires or views of Lessee.
- (e) District may, but shall not be obligated to, maintain and keep in repair, the landing area of the Mojave Airport and publicly owned facilities of the Airport, together with the right to direct and control activities of the Lessee in this regard. If the taxiways or runways at the Mojave Airport are wholly or partially rendered unfit for aeronautical use, or the Mojave Airport ceases to be operated as an airport, this Lease may be terminated by Lessee, by giving at least thirty (30) days written notice.
- (f) Nothing herein contained in this lease shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.
- (g) This Lease and all of the provisions hereof shall be subject to the rights reserved by the United States of America in and to the facilities of the Mojave Airport. This Lease shall

be subordinated to the provisions and requirements of any existing or future agreement between District and the United States, relative to the use, development and operation or maintenance of the Mojave Airport. This Lease is subject to the Quitclaim Deed between the Mojave Airport District and the United States of America, dated November 6, 1972, and if the deed between the East Kern Airport District and the United States of America shall terminate by action of the United States, or for other cause, this lease shall also terminate as of that date and Lessee shall have no other rights under the Lease.

- (h) Lessee shall comply with lawful ordinances of Kern County Land Use Planning Commission relating to height limits in the vicinity of Mojave Airport and to comply with the notification, review and other requirements of 49 C. F. R. Federal Air Regulations or other heights limits established by an entity having jurisdiction to established such limitations.
- (i) Lessee shall comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations if a future structure or building is planned by the Lessee for the Premises.
- (j) Lessee shall have the non-exclusive right to the use of the runways and taxiways of the airfield, the public waiting rooms, the restrooms and other public spaces in the Administration Building, roadways and landing aids and other public facilities provided by District for the convenience of aeronautical users.

Section 15. Nondiscrimination

- (a) Lessee will not discriminate or permit discriminations against any person or class of persons by reason of race, color, creed, sex or national origin in any such manner prohibited by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, or as the regulation may be amended from time to time.
- (b) Any commercial enterprises employing persons on the Airport which are primarily related to the aeronautical activities of the Airport, which provides goods or services to the public which is attracted to the Airport by aeronautical activities, which provides services or supplies to other aeronautical related or public service businesses or to the Airport, or which performs construction work on the Airport, must comply with affirmative action regulation promulgated by the Federal Aviation Administration and implemented by the District. If Lessee falls within the scope of such regulations, Lessee shall comply with the regulations.

Section 16. Miscellaneous

(a) Notices required to be given by this Lease or law, including notices to pay or quit, notices to cure or quit and notices of termination, shall be written and delivered personally to the person to whom the notice is to be given or mailed postage prepaid, addressed to such person. District's and Lessee's addresses for this purpose are:

District:

East Kern Airport District 1434 Flight Line Mojave, CA 93501 (661) 824-2433 Lessee:

Orbital Sciences Corporation

Attn: General Counsel 21700 Atlantic Blvd. Dulles, Va. 20166

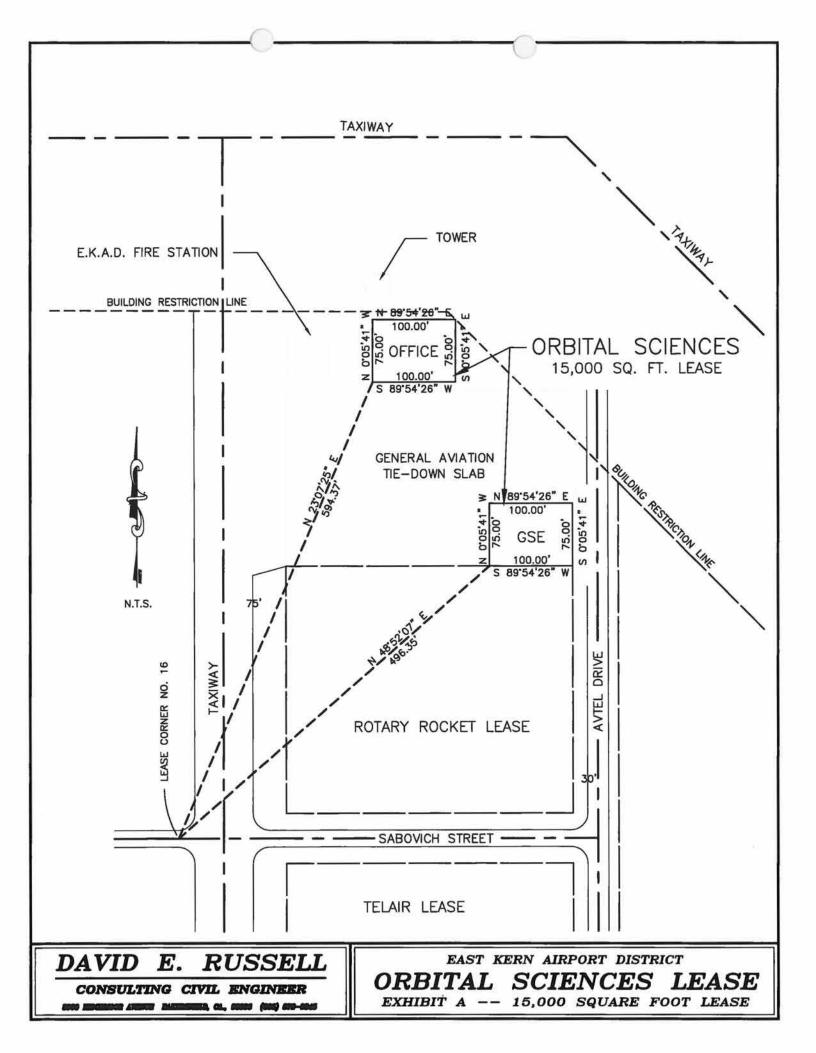
Attn: Director of Corporate R.E.

21700 Atlantic Blvd. Dulles, Va. 20166

- (b) District's waiver of breach of one term, covenant or condition of this Lease is not a waiver of breach of others nor of subsequent breach of the one waived. District's acceptance of rent installments after breach is not a waiver of the breach.
- (c) This Lease and its terms, covenants and conditions apply to and are binding upon and inure to the heirs, successors, executors, administrators and assigns of the parties hereto.
 - (d) Time is of the essence herein.
- (e) In the event of a legal action or proceeding arising from or related to this Lease, the prevailing party shall recover from the non-prevailing party attorney's fees and costs, including those incurred on appeal and in collection of judgment.
- (f) This is an integrated agreement. This Lease, including all exhibits, constitutes the final, complete and exclusive agreement between the Parties with respect to the subject matter of this Lease, and supersedes any prior and/or contemporaneous negotiations, proposals, understandings, and all oral and written agreements between the Parties relating to the subject matter of this Lease. Any modification of this Lease must be agreed upon in writing by every Party to this Lease.
- (g) If any provision of this Lease is determined to be invalid or unenforceable, the remaining provisions shall continue to operate to the extent possible.
- (h) This Lease shall be construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. Venue in a legal action or proceeding shall be in the appropriate court for Kern County, California.
- (i) This Lease is deemed to have been drafted by the Lessee and District, and shall not be interpreted in favor of or against either party.
 - (i) The parties executing this Lease represent they have appropriate authority.
- (k) Unless stated otherwise herein, no real estate brokers have been involved in this Lease and no real estate broker commissions or fees are due or owed from District.
- (I) In any real estate transaction it is recommended that you consult with a professional.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused it to be executed as of the day, month and year first above written.

East Kern Airport District	Orbital Sciences Corporation
By Marie Walker, President	By Francis D. Fox, Senior Subcontracts Adm.
ATTEST: By 1/100	
Richard Rutan, Secretary	
APPROVED AS TO FORM:	
Lemieux & O'Neill	
District Counsel	Ву





TO: Board of Directors

FROM: Floyd VanWey, Director of Planning

SUBJECT: Runway 12-30 Rehabilitation Design Engineering Work Scope.

MEETING DATE: January 19, 2021

Background:

Our engineering services firm, Mead & Hunt, has submitted their Airport Design Engineering estimate for Runway 12-30 rehabilitation Airport Improvement Project, part of the Airport Capital Improvement Plan. Their estimate is \$591,983.00. Mead & Hunt is our designated engineering services firm for FAA projects. However, to ensure compliance with FAA standards we also obtained a third-party analysis through an Independent Fee Estimator.

This fee will largely be paid by the supplemental and entitlement FAA grants for this project. We will pay up to 10% of this fee.

Impacts:

Fiscal: Up to \$591,983.00 budget dollars

Environmental: CAT EX approved by the FAA

Legal: None

Recommended Action:

Award the design engineering contract to Mead & Hunt.

Mojave Air and Space Port Runway 12-30 Rehabilitation Airport Design Engineering Work Scope January 13, 2021

PROJECT OVERVIEW

This Scope of Services details the preliminary design, final design, and bid administration services to be provided by Mead & Hunt, Inc. (Consultant) for the Runway 12-30 Rehabilitation Project at Mojave Air and Space Port (MASP), in the City of Mojave, County of Kern.

Runway 12-30 is the main runway serving Mojave Air and Space Port. The existing runway pavements are showing signs of age-related distresses and therefore require pavement rehabilitation. The entirety of Runway 12-30 has an asphalt wearing course, with the majority of paving on an aggregate base subgrade, while approximately 1,800 LF of runway consists of asphalt overlaid on PCC. The Runway is roughly 12,500 feet long and 200 feet wide, with 400-foot blast pads at each end. It has two crossing runways, 8-26 and 4-22, and one parallel taxiway, Taxiway A. Taxiway C, the parallel to Runway 8-26, is the only taxiway that crosses Runway 12-30, and is slated to be rehabilitated from February to September 2021. A recent Pavement Condition Index (PCI) and Structural Evaluation, conducted in 2018 by Kimley-Horn and Associates, indicated that portions of the keel had exceeded their service life. Recent visual inspection indicates that the remainder of the runway is undergoing similar deterioration outside of the keel.

The most recent FAA-funded projects on this runway consist of an extension during the 2005 and 2006 grant cycles, and a rehabilitation with fog sealing that included some limited AC overlays near the touchdown zones during the 2011 grant cycle. Outside of this 2011 project, there has not been a federally funded paving job on the runway since 2005. The airfield maintains an active crack-seal program.

The existing runway is 200 feet wide. Preliminary discussions with the FAA indicate that the FAA will not provide funding for any pavement improvements outside of the 150-foot keel section. Due to this funding limitation, the majority of asphalt repair is expected within the 150-foot keel section. Isolated areas of pavement restoration outside the keel will be identified; these will require MASP to fund them separately. Due to funding limitations, no rehabilitation will be shown on the connector taxiways beyond possible transition paving and alterations to the markings necessitated by changes to the runway paving.

This anticipated approach proposes to address the existing pavement deterioration by milling and overlaying the runway keel section, with selective full-depth removal and replacement in localized areas, pending geotechnical results. As this approach minimizes the ability to adjust pavement grades on the runway, an AC 150/5300-13A Analysis is included to evaluate the runway's suitability for this methodology. Also, an analysis will be performed to confirm the structural adequacy of this approach.

During the preparation of this Scope, the option of temporarily displacing the runway ends, to allow for construction while the runway is open, was analyzed. As the bulk of the work required falls within the central 7,500 feet of the runway (the original asphalt area constructed prior to the 2005-2006 extension), displacing the runway ends will likely be uneconomical from both design and construction standpoints. Therefore, this Scope assumes the Runway will be closed for the Project's duration. Due to Runway 12-30 crossing both Runways 4-22 and 8-26, Runway 12-30's construction will be phased to minimize the construction traffic crossing the secondary and tertiary runways. This is expected to be 3-4 phases.



This Project will be funded by an FAA Airport Improvement Program (AIP) grant and will be designed to meet FAA standards. The anticipated discretionary grant for the rehabilitation of Runway 12-30 is approximately \$5-8 million dollars, inclusive of design, construction, and construction administration. The Project will be designed in its entirety and bid as a Base Bid with three Bid Alternates, to allow for funding availability. Plans will be laid-out in a way that simplifies the repackaging of any unawarded bid alternates; however, repackaging / rebidding an unawarded Bid Alternate is not included in this Scope.

This Project is currently shown on the Airport Capital Improvement Plan (ACIP) for the 2021 grant cycle, with additional federal funding expected in the 2023-2024 range. No electrical or drainage improvements are being included in the drawings or specifications as part of this Scope as there is insufficient federal funding for the design or construction of these items at this time. It is intended that, when any unawarded bid alternates are repackaged for a future project, additional engineering services for electrical and drainage work will be considered at that time, as these items are included in the already submitted categorical exclusion.

Anticipated Project limits are shown in Attachment 1.

SUMMARY OF SERVICES

The Consultant's scope of work for this airport improvement Project is divided into four tasks as follows:

- Task 1 Project Management and Quality Control / Assurance
- Task 2 Preliminary 30% Design
- Task 3 Final Design
- Task 4 Bid Administration

TASK 1. PROJECT MANAGEMENT AND QUALITY CONTROL / ASSURANCE

This task involves Project management services necessary to coordinate the activities of the design team (including subconsultants) with MASP, FAA, and other applicable agencies.

A Project Manager (PM) will be assigned to this Project for continuity through elements of work described in this scope. This task involves those activities required for authorizing contracts, negotiating subcontracts, and general Project management, coordination, and administration for the duration of the Project, which typically include the following:

1.0 PROJECT DEFINITION

13.1 Preliminary Meetings with MASP

Consultant will confer with MASP to ascertain Project requirements, finances, schedules, and other pertinent matters and shall meet with the Federal Aviation Administration (FAA), if needed, and other concerned agencies and parties on matters affecting the Project and shall arrive at a mutual understanding of such matters with MASP. It is anticipated that only one (1) preliminary meeting with MASP and / or the FAA shall occur at the Space Port.

The Consultant will utilize and conform to the environmental documentation (Categorical Exclusion) that was prepared by the Consultant under a separate scope. Topographical surveying and pavement / geotechnical testing services will be coordinated at the preliminary meeting.

13.2 Prepare Contract and Subcontracts

Under this task the Consultant will prepare, review, and execute the Consultant-MASP contract and any necessary subconsultant contracts.

2.0 QUALITY CONTROL / ASSURANCE

Consultant will provide and maintain quality control guidelines on work of the Consultant's design team, including subconsultants, and implement and monitor a program of Quality Control (QC) and Quality Assurance (QA). The PM will be responsible for on-going quality control work; Consultant's Senior Staff will be responsible for conducting quality assurance. Four total quality assurance reviews of the Project will be conducted during the Project. These reviews will occur prior to submittals of the Preliminary, 90%, Issued for Bid, and Issued for Construction packages.

3.0 PROJECT ADMINISTRATION AND COORDINATION

Consultant will administrate and coordinate the design, document preparation, and bidding process, as applicable. The Project Manager will be responsible for work performed by the Project Design Team. The Project Manager's responsibilities may include the following:

- a. Define tasks, schedules, and costs.
- b. Monitor work progress and address any issues that may arise.
- c. Prepare schedule in coordination with MASP upon receipt of the notice to proceed.
- d. Maintain up-to-date schedules.
- e. Coordinate with MASP to receive their input, address their concerns, keep them informed regarding status, obtain their concurrence on scope, cost, and schedule, and obtain their input and approval of concepts and Final Design.
- f. Focus the efforts of the Consultant and their subconsultants to expedite the design of a quality, cost effective Project that meets the needs of MASP.
- g. Prepare invoices to submit to MASP in accordance with MASP's standard invoice requirements.
- h. Review Project invoices for accuracy prior to submittal.
- i. Review and approve subconsultant invoices prior to submittal.
- j. Review of insurance certificates of subconsultants.

4.0 GRANT APPLICATION AND ADMINISTRATION

A preliminary grant application is being prepared under the existing On-call Services contract, with delivery expected by December 18, 2020.

Upon receipt of bids, the preliminary grant application will require updating and resubmittal for final FAA authorization. This will include updating the following:

- a. Federal forms SF-424 and 5100-100
- b. Program narrative, discussing the purpose and need of the work and the method of accomplishment
- c. Inclusion of the current Exhibit A Property Map
- d. An exhibit of the proposed Project area to be submitted with application
- e. FAA / MASP Pro-rata Share
- f. Schedule of work
- g. Grant Assurances

- h. Title VI Assurances
- Sponsor's Certifications

The Consultant will prepare an electronic "Application package" in pdf format and submit to MASP for approval and signatures. MASP will send the signed application package to the FAA for further processing.

PHASE 1 DELIVERABLES

- 1) Draft Scope of Services Electronically
- 2) Final Scope of Services Electronically
- 3) Executed Contract Three (3) originals
- 4) Final Grant Application Electronic copy

TASK 2. PRELIMINARY 30% DESIGN

5.0 TOPOGRAPHICAL SURVEYING

5.1 Coordination to Collect Existing Data and Locate Existing Facilities and Utilities

Consultant will coordinate the collection of existing data and locate known utilities. This task includes collection and review of as-built plans and available existing survey information in order to gather information on existing topography, facilities, and utilities. This also includes coordination for field utility locates with MASP and FAA. The Consultant will coordinate with field survey crews to establish survey limits, coordinate access, establish survey schedule, and provide available survey control information.

5.2 Survey Control

Survey control will be established and used for design surveys. The Consultant will provide a drawing showing the location of the existing or established control for the Project. The Consultant will coordinate necessary bench loop and traverse procedures to verify accuracy of vertical and horizontal control points. The Consultant will establish runway end coordinates and alignments, and tie these into the Project survey control.

5.3 Field Work (Subconsultant PSOMAS)

The Consultant's subconsultant will perform a field topographic survey of the Project site at night during a full runway closure. No personnel will enter any underground vault or manhole, nor will any Ground Penetrating Radar, or similar technology be used. Survey Limits are included as *Attachment 2*. Consultant will not be on-site with subconsultant during this work; any required escort shall be conducted by MASP. Consultant will be on-site for the first day of the sub-consultant's work for a coordination meeting between Consultant, Sub-Consultant, and MASP.

The field survey shall include:

- a. Survey control point data for the plan set (minimum of 4) for Contractor layout.
- b. Runway pavement sections every 100 feet: Sections are to include: runway centerline, 75'-off-centerline, edges of runway markings, edges of shoulders, tie-in points to existing taxiways, and 10 feet off edges of pavement for a total of nine (9) shots at each section.
- c. Runway and Connector Taxiway edge lights, holding position signs, end electrical boxes within 50' of pavement edge for the runway and taxiway connectors.

- d. Connector taxiway pavement sections every 50 feet: sections are to include: taxiway centerline, taxiway edge markings, shoulder edges, and 10 feet off pavement edges for a total of seven (7) shots at each section. Survey to terminate at hold bar.
- e. Connector taxiway pavement Grid: Survey the connector taxiways at a grid up to the holding position marking and 50 feet beyond.

5.4 Convert Survey Data for Design Software

This work includes analyzing the topographical surveying data and preparing the data for use with computer modeling. Included are the following separate tasks:

- a. Establish design coordinates and alignments to be used for CAD drawings.
- b. Input raw survey data into the computer program in order to sort data into company standard layers for efficient analyzing.
- c. Sort all data points by layers and description for computer modeling.
- d. Verify surveyor horizontal and vertical control.
- e. Prepare digital terrain model (DTM) of existing ground contours, pavement edges, roadways, electrical equipment, drainage features, buildings, fences, and other miscellaneous entities.
- f. Generate three-dimensional contour model from the DTM.
- g. Prepare and process data for pavement profiles, grading and/or paving cross sections, and drainage features.

5.5 Prepare FAA Advisory Circular 150/5300-13A Analysis

The Consultant will use the information obtained from the topographical survey to analyze the existing pavement geometrics and surface with FAA Advisory Circular 150/5300-13A Change 1 standards. The results of the analysis will be provided in a table format that references the applicable standards, compliance, and recommendations for meeting the standard. The Consultant will only provide a review of the section of the AC that is applicable to the rehabilitation of the pavement. The following sections of the AC will be reviewed and analyzed as part of this task:

- a. Runway width and length
- b. Runway geometry
- c. Marking requirements
- c. Surface gradient and line of sight

6.0 GEOTECHNICAL INVESTIGATION

6.1 Coordination for Geotechnical Work

This task includes data collection, review of as-built plans, and compiling available existing geotechnical information in order to gather information on existing soil conditions and past geotechnical or pavement test results. Coordination will be done with the geotechnical subconsultant to schedule work and establish any work constraint parameters.

6.2 <u>Establish Project Testing Requirements</u>

The Consultant will determine the type and frequency of geotechnical testing required for the Project. The testing shall consider such items as pavement type, design methodology, type of wheel loading, and weight of critical aircraft (e.g. greater than or less than 60,000 lbs.). The Consultant will use this information to perform the following tasks:

- a. Determine soil boring / coring locations and frequency of testing.
- b. Develop a Project sketch showing location and coordinates of borings.

6.3 Field Work and Laboratory Testing (Subconsultant TWINING. INC.)

A geotechnical analysis was previously performed as part of the 2018 Kimley Horn analysis. That analysis was primarily conducted using non-destructive (NDT) testing and pavement coring.

The intent of the geotechnical analysis to be provided in this Scope is to verify and expand upon the previously completed geotechnical data. The geotechnical field work and laboratory testing will be coordinated and performed by Twining, Inc. as a subconsultant to the Consultant. Consultant will not be on-site with subconsultant during this work; any required escort shall be conducted by MASP. Consultant will be on-site for the first day of the subconsultant's work for a coordination meeting between Consultant, Sub-Consultant, and MASP. The geotechnical field work and laboratory testing shall include the following:

- a. Perform corings randomly at 200-foot intervals on Runway 12-30 (approx. 67 corings) for pavement thickness determination. The existing Runway is 200 feet wide; 59 cores will be within the center 150 feet; 7 cores will be outside.
- b. Perform 14 borings at evenly spaced intervals on Runway 12-30. Develop a graphic log of soil borings conducted to a depth of 10 feet. The log should include location, date performed, type of exploration, depth of materials, sample identification numbers, classification, water table, and standard penetration tests.
- c. Run 5 gradation and fractured faces tests on existing aggregate base.
- d. Run 5 gradation tests on existing subgrade soils.
- e. Classify soils by the Unified Soil Classification (USC) method.
- f. Determine Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
- g. Perform California Bearing Ratio tests at 95% and 100% compaction for 4 representative soil samples (8 total tests) per ASTM D 1883.
- h. Perform 7 in-situ density tests of the top 1-foot of subgrade.
- i. Determine resistivity, pH, salinity, and alkalinity of the existing subgrade.
- j. Determine the shrink/swell potential of the in-situ subgrade materials.

6.4 Analyze Data

After receiving the testing report from the geotechnical firm, the Consultant will analyze the data and any existing previous geotechnical data, consisting of the following tasks:

- a. Review geotechnical recommendations.
- b. Determine appropriate data for pavement design.
- c. Input data for computer modeling with topographical survey data.
- d. Prepare pavement data and soil information for incorporation onto plan sheets.
- e. Evaluate existing pavement sections for potential recycling and reuse.

7.0 PREPARE PLAN SHEETS FOR PRELIMINARY 30% SUBMITTAL

7.1 Project Layout Sheet

Consultant will complete a Project layout sheet that will depict the proposed improvements.

7.2 Planimetric Sheets

Preliminary planimetric sheets will be prepared for the following items: existing conditions, demolition, paving, and marking.

8.0 PREPARE FAA PAVEMENT DESIGN REPORT

This task will consist of using information obtained in the geotechnical investigation to calculate the required pavement sections needed to support the design vehicle or aircraft using FAA Advisory Circular 150/5320-6F, *Airport Pavement Design and Evaluation*.

The following effort will be completed under this task:

- a. Determine critical design aircraft or vehicle based on current and forecasted aircraft fleet mix and vehicular use.
- b. Verify the pavement section based on accepted FAA pavement design programs. The applicable design program to be used is FAARFIELD.
- c. Evaluate effects of pavement profile on adjacent operational areas and future runway/taxiway pavement rehabilitation.
- d. Review proposed pavement analysis with FAA Engineer.
- e. Prepare pavement design narrative to describe the design procedure, historic design, and justification for the FAA and MASP.

9.0 PREPARE PRELIMINARY DRAINAGE DESIGN - NOT IN CONTRACT (NIC)

This Project is programmed to be a pavement rehabilitation and will not create new pavement or modify existing drainage patterns in the Project area. A drainage design and evaluation will not be performed as part of this Project.

10.0 PREPARE PRELIMINARY COST ESTIMATE

10.1 Calculate Estimated Preliminary Quantities

The Consultant will calculate necessary quantities for the various work items. Quantities will be consistent with the specifications and acceptable quantity calculation practices.

10.2 Prepare Preliminary Cost Estimate

The Consultant will provide a preliminary cost estimate based on record cost data and similar work. Cost estimate shall be included in the Preliminary Design Report.

11.0 PREPARE PRELIMINARY DESIGN REPORT (PDR)

To document the results of a preliminary design, a PDR will be prepared. The report will include the summary of the Project scope, geometrics, pavement design, pavement marking, environmental issues, construction phasing plans, a Project schedule, the AC 150/5300-13A Analysis, and Engineer's Cost Estimate. The report will also contain details on alternative design concepts that were investigated as part of the preliminary design effort and recommendations on which alternatives to pursue. This report will also discuss funding, budget, and potential use of bid alternates.

12.0 PREPARE FAA FORM 7460

Consultant will prepare and submit electronically one (1) 7460 Notice of Proposed Construction or Alteration per FAA guidelines for the Project.

13.0 PREPARE / REVIEW ENVIRONMENTAL DOCUMENTATION

13.1 Review Federal Categorical Exclusion

Consultant will review the previously completed Categorical Exclusion (CatEx) and verify that the proposed improvements still meet the requirements of the CatEx.

13.2 Prepare California Categorical Exemption

Consultant will prepare California Environmental Quality Act (CEQA) Categorical Exemption documents for submittal.

14.0 PHASE 2 PROJECT MEETINGS

The Consultant will arrange and lead meetings during Phase 2, as described in the subtasks below. The Consultant will produce drawings and handouts, as needed, to conduct each meeting and will prepare minutes to document the discussions.

14.1 Present Preliminary Design Alternatives and Recommendations to MASP

The Consultant will prepare for and conduct a meeting, by phone, to present the findings of the preliminary engineering phase and any alternatives and / or recommendations for the Project.

14.2 Coordination Meetings (with, local agencies, subconsultants, etc. and site investigation visits)

The Consultant will conduct additional coordination meeting(s) and site visits at MASP (or other named sites). This will include up to three (3) meetings to provide preliminary plans for discussion with MASP. It is anticipated that at least two (2) additional meetings will occur at MASP.

14.3 Coordination Meetings with FAA and MASP

The Consultant will conduct up to two (2) monthly meetings with the FAA and MASP by phone.

PHASE 2 DELIVERABLES

Prior to the completion of Phase 2, the Consultant will deliver the following information to MASP:

- 1) Preliminary Design Report, and 30% planimetric drawings one (1) copy, and electronic files of all documents
- 2) Geotechnical Report one (1) copy, and electronic files of all documents
- 3) CEQA Documents one (1) copy, and electronic files of all documents
- 4) FAA Form 7460 one (1) copy, and electronic files of all documents

TASK 3. FINAL DESIGN

15.0 PREPARE PLANS

Plan sheets will be prepared depicting the proposed improvements. The following is a general list of drawings that will be used as a guideline. Actual number and title of drawings may be modified during the design phase, as required.

General:

G-001 Cover Sheet

G-002 Sheet Index

G-003 Symbology

G-002 Legend and Abbreviations

- G-003 General Notes
- G-041 Site and Survey Control Planimetrics

Construction Safety and Phasing:

- G-081 Construction Safety and Phasing Planimetrics (3 sheets)
- G-086 Construction Safety and Phasing Details (3 sheets)

Geotechnical:

B-051 Soil Borings Log and Planimetrics (8 sheets)

Civil:

General

- C-011 Existing Conditions Planimetrics (13 sheets)
- C-031 Erosion Control Planimetrics (13 sheets)
- C-051 Erosion Control Details (2 sheets)

Site

- C-051 Demolition Planimetrics (13 sheets)
- C-071 Demolition Details (1 sheet)
- C-101 Runway Paving Planimetrics (13 sheets)
- C-201 Runway Paving Profiles (13 sheets)
- C-311 Runway Paving Details (3 sheets)

Marking

- C-651 Marking Plans (13 sheets)
- C-671 Marking Details (3 sheets)

16.0 PREPARE SPECIFICATIONS

The Consultant will assemble the specifications and bid documents, as stated below, for MASP to use in obtaining competitive bids for the work. Documents shall meet current FAA Standards for AIP funded projects and incorporate MASP specifications / provisions, as necessary, to support FAA specifications, as permitted by the FAA.

16.1 Prepare Bidding and Contract Documents

The Consultant will prepare bidding and contract documents including, but not limited to, Invitation for Bids (Notice to Bidders), Instruction to Bidders, Bid Forms (Proposals), List of Subcontractors, FAA Required Certification forms, DBE Requirements, Sample Construction Contract / Agreement, Bid Bond, Performance Bond, and Payment Bond. All documents shall be based on the current FAA required provisions and bid forms. MASP standards may be included if necessary, and as allowed by the FAA.

Since the Project requires bid alternates and a mixture of federally and non-federally eligible work, multiple Bid Forms are required. The following four (4) Bid Forms will be prepared:

- Base Bid for federally eligible work
- Bid Alternate 1 for federally eligible work
- Bid Alternate 2 for federally eligible work
- Bid Alternate 3 for federally ineligible work

16.2 Required Federal Provisions

Federal laws and regulations require that specific contract provisions be included in federally funded contracts, as established within the grant assurances. Consultant will include the Required Federal Provisions in the bid documents.

16.3 FAA General Provisions (Advisory Circular 150-5370-10H)

FAA requires these provisions be included and complied with for all projects funded with federal grant monies through the AIP, as established within the grant assurances. The Consultant will include the FAA General Provisions and provide any Project specific information where indicated. These provisions cannot be modified other than where noted in the document.

16.4 MASP General Provisions

Consultant will incorporate Owner-specific General Provisions and review them for conflict with FAA & Federal Provisions.

16.5 Prepare Special Provisions for Airport Construction

The Consultant will prepare Special Provisions to address, or expand on, conditions specific to the construction on MASP that require additional clarification. These may include, but are not limited to, the following items:

- General Safety Requirements, Airfield Safety and Traffic Control
- Record Drawings
- Time Limitations
- Liquidated Damages
- Barricades and Runway Closure Markers
- Radio Communication
- Access and Security
- Work Hour Limitations
- SWPPP Requirements and guidance for Contractor

16.6 Prepare Technical Specifications

The Consultant will prepare Technical Specifications using FAA Standard Specifications and FAA Specification format. These may include, but are not limited to, the following items:

- P-101 Preparation / Removal of Existing Pavements
- P-151 Clearing and Grubbing
- P-152 Excavation, Subgrade, and Embankment
- P-153 Controlled Low-Strength Material (CLSM)
- P-209 Crushed Aggregate Base Course
- P-401 Asphalt Mix Pavement
- P-403 Asphalt Mix Pavement Base Course
- P-602 Emulsified Asphalt Prime Coat
- P-603 Emulsified Asphalt Tack Coat
- P-608 Emulsified Asphalt Seal Coat
- P-620 Runway and Taxiway Marking

For work not covered by FAA Standards, "Greenbook", or Caltrans Standard Specifications may be used.

17.0 PREPARE FINAL DRAINAGE DESIGN - NIC

This Project is programmed to be a pavement rehabilitation and will not create new pavement or modify existing drainage patterns in the Project area. A drainage design and evaluation will not be performed as part of this Project.

18.0 AIRFIELD LIGHTING DESIGN AND EVALUATION - NIC

This Project is programmed to be a pavement rehabilitation and will not evaluate or update the electrical system.

19.0 UPDATE AIRPORT SIGNING AND MARKING PLAN

The Signing and Marking Plan will be updated to include any marking revisions. Four (4) copies of the Signing and Marking Plan will be forwarded to MASP for submission to the FAA for approval.

20.0 EROSION CONTROL PLAN

The Consultant will develop an Erosion Control Plan for the Project that is in general conformance with BMPs (Best Management Practices). The plan will detail types of erosion control measures recommended for the site, in addition to other information needed for the NPDES permitting application. The Contractor shall prepare the SWPPP. This information shall include:

- a. Project Location
- b. Size of Disturbance of Project
- c. Amount of Impervious Surface
- d. Hydrologic Classification of Site
- e. Receiving Waters
- f. Site Drainage Overview

21.0 PREPARE SPONSOR CERTIFICATIONS, AND MODIFICATION OF AIRPORT CONSTRUCTION STANDARDS

21.1 Sponsor Certifications

The Consultant will complete the required Sponsor Certifications, verifying the plans and specifications were developed in accordance with Federal guidelines, as well as the Equipment/Construction certification.

21.2 <u>Justifications for Modification of Standards</u> – NIC

No modifications of Standards are included for this Project. Any Modifications to Standards will be an additional service.

22.0 PREPARE 90% SUBMITTAL

A 90% set of plans, specifications, and contract documents will be prepared that will incorporate revisions, modifications, and corrections determined during the review of the preliminary submittal. This work shall include:

- a. Prepare and submit 90% plans.
- b. Prepare and submit 90% specifications, bid documents, and Engineer's Design Report.

- c. Prepare and submit 90% cost estimate.
- d. Perform internal QA/QC for all documents included in the 90% submittal.

23.0 PREPARE 95% SUBMITTAL - NIC

24.0 PREPARE ISSUED FOR BID SUBMITTAL

An Issued for Bid (IFB) Submittal set of plans, specifications, and contract documents will be prepared that will incorporate revisions, modifications, and corrections determined during the review of the ninety percent (90%) submittal. This work shall include:

- a. Prepare and submit IFB plans.
- b. Prepare and submit IFB specifications, bid documents, and Engineer's Design Report.
- c. Prepare and submit IFB cost estimate.
- d. Perform internal QA/QC for all documents included in the IFB submittal.

25.0 PREPARE AND SUBMIT FINAL COST ESTIMATE

25.1 Calculate Final Quantities

25.2 Prepare Final Engineer's Estimate of Probable Cost

Using the final quantities calculated, following the completion of the plans and specifications, the Consultant will prepare the final *Engineer's Estimate of Probable Cost*. The estimate will be based on information obtained from previous projects, contractors, material suppliers, and other databases available.

26.0 PREPARE AND SUBMIT ENGINEER'S DESIGN REPORT

Prepare the Engineer's Design Report (EDR) in conformance with FAA requirements. The report will include a summary and explanation of the Project design including geometrics, pavement design, pavement marking, environmental issues, phasing plans, and a Project schedule. The report will also contain any alternative design concepts that were investigated and evaluated. A construction operation plan will be included, as well as a final Engineer's cost estimate. This report will also include details for bidding the Project and recommended bid alternates. The report shall include, as applicable, the following:

- a. Project Scope
- b. Design Standards
- c. Geotechnical Investigation Summary (report included as an Appendix)
- d. Design Geometrics
- e. Pavement Design Analysis
- f. Pavement Marking Considerations
- g. Operational Safety on Airports During Construction
- h. Construction Estimate
- i. Project Schedule and Construction Phasing
- j. Summary of Contract Documents
- k. Sponsor / Engineer's Certification for Project Plans and Specifications
- I. Sponsor Certification for Equipment / Construction Contract

27.0 PREPARE CONSTRUCTION SAFETY AND PHASING PLAN

Prepare Construction Safety and Phasing Plan (CSPP) in conformance with FAA Standards and AC 150/5370-2G, *Operational Safety on Airports During Construction*. The CSPP will be uploaded to the FAA online portal for review and approval. The final CSPP will be included in the Bid Document package and may include the following information:

- a. Overview & Purpose
- b. Construction Safety Responsibility of Each Party
- c. Construction Phasing, including (but not limited to):
 - Phasing and time limitations
 - · Areas and operations affected by construction
 - Wildlife management
 - Hazardous materials management
 - Inspection requirements
 - Marking and signs for access routes
 - Protection of runway and taxiway critical areas
 - Safety plan compliance document
- d. Construction Safety and Phasing Plan Sheet(s)
- e. As MASP's tower is locally controlled and not FAA operated, an SRA assessment is not included in this Scope. However, as Runway 12-30 is the primary runway, coordination with the tower is expected. For this task, up-to four (4) aircraft routing exhibits are included with the CSPP.

28.0 PHASE 3 PROJECT MEETINGS

The Consultant will arrange and lead the meetings as described below. The Consultant will produce drawings and handouts, as needed, to conduct each meeting and shall issue minutes to document the discussion. The following meetings shall be included in Phase 3:

- a. One (1) 2-hour coordination meeting with MASP and FAA at MASP.
- b. Two (2) 2-hour coordination meetings with MASP and FAA by phone.
- c. Two (2) 4-hour coordination / review meetings with MASP and the MASP Tower regarding Project phasing.
- d. Four (4) monthly meetings with the FAA and MASP by phone.

PHASE 3 DELIVERABLES

During the Phase 3 design effort, the Consultant will deliver the following information to MASP:

- 90% Engineer's Design Report, Plans, Specifications and Contract Documents One (1) set of full
 and half size plans, one (1) set of original Contract Documents, and electronic files of all documents
- Issued for Bid Engineer's Design Report, Plans, Specifications and Contract Documents One (1) set of full and half size plans, one (1) set of original Contract Documents, and electronic files of all documents
- 3) Construction Safety and Phasing Plan Electronic (Copies of the final CSPP will be included in the final Specifications Bid Book.)
- 4) Signing and Marking Plan One (1) copy and electronic files

TASK 4. Bid Administration

29.0 PREPARE ADVERTISEMENT FOR BIDS

Required advertisement dates, pre-construction dates, RFI deadlines, and bidding dates will be established. Consultant will prepare a *Microsoft Word* document of the Advertisement in conformance with FAA and local standards and submit a copy of the advertisement to MASP. MASP shall arrange for the legal advertising in conformance with local standards and shall pay for the associated cost of advertising.

30.0 BID DOCUMENTS DISTRIBUTION

Consultant will prepare and upload Contract Documents to Quest Construction Data Network (QuestCDN.com). Contractors interested in bidding on the Project can register and pay a fee (approximately \$20) to download the Contract Documents. Bidders will be responsible for submitting their physical bids to MASP; no online bid submittal features from Quest will be used.

31.0 RESPOND TO BIDDERS' QUESTIONS

During the bidding process, the Consultant will be available to clarify bidding issues with contractors and suppliers, and for consultation with the various entities associated with the Project. It is expected that, due to the on-going Covid-19 pandemic, there will be two (2) RFI deadlines (similar to the recently bid Taxiway C Rehabilitation Project). A first round of RFIs will be answered by addenda shortly after the pre-construction meeting, and a second round of RFIs will be answered prior to the bid-opening. All responses to RFIs will be through the QuestCDN system.

32.0 PREPARE AND DISTRIBUTE ADDENDA

Consultant will issue up to three (3) bid addenda as appropriate to interpret, clarify, or change the bidding documents as required by MASP or the FAA. Addenda will be made available to the plan holders electronically via QuestCDN. Two addenda are in response to the RFI deadlines above, and an additional addendum is included as well, based on the complexity of the Project.

33.0 PRE-BID CONFERENCE

Consultant will arrange for and conduct a Pre-Bid Conference. The Project Manager and Project Engineer will attend and conduct the Pre-Bid Conference with potential contractors and MASP to review the Project and answer questions. The conference will be conducted at MASP and will include a site inspection. Due to the on-going pandemic, the meeting will also be conducted through an online system such as Microsoft Teams. A Meeting agenda will be prepared for use at the meeting.

34.0 BID OPENING

Consultant will attend the bid opening at the site, as identified in the Bid Advertisement.

35.0 BID REVIEW AND BID TABULATION

Consultant will advise MASP as to the completeness of the apparent low-bid and to the acceptability of substitute materials, equipment, or methodology proposed by bidders. The Consultant will prepare a spreadsheet that includes all bid items for the purpose of evaluating the lowest bidder. The Consultant will input the as-bid unit prices into the spreadsheet and verify mathematical computations of the bids. The Consultant will then provide the name of the Apparent Low Bidder, and post a Notice of Apparent Low Bidder to QuestCDN.

MASP will review the DBE Good Faith Effort package. Consultant will answer questions related to the DBE package.

36.0 PREPARE RECOMMENDATION FOR AWARD

The Consultant will prepare a Recommendation of Award for MASP to accept or reject the bids as they are submitted. If rejection is recommended, the Consultant will supply an explanation for their recommendation and possible alternative actions that MASP can pursue to complete the Project. After MASP's final review and selection of a Contractor, Consultant will post a final Notice of Award to QuestCDN.

37.0 FINAL COORDINATION PRIOR TO CONSTRUCTION GRANT EXECUTION

Upon acceptance of a bid by MASP, Consultant will coordinate with the Airport on contractual issues required prior to execution of the construction grant. These include:

- a. Preparation of the Construction contract between MASP and Contractor
- b. Two (2) 2-hour coordination meetings with MASP and FAA by phone
- c. One (1) 1-hour coordination meeting with MASP and Contractor by phone
- d. One (1) review of the Contractor's Preliminary Construction Schedule

38.0 PREPARE CONFORMED PLANS AND SPECIFICATIONS

Consultant will prepare a Conformed Plans and Specifications Set that will be labeled "Issued for Construction." The Conformed Set will include all addendums, the executed construction contract, and any changes made to the construction drawings during the bidding phase. If a Bid Alternate is not awarded, plans will be modified to clearly identify work that is not in Contract.

PHASE 4 DELIVERABLES

- 1) Bid Documents Up to one (1) set as required for bidding
- 2) Bid Tabulation One (1) copy and electronic files
- 3) Recommendation for Award One (1) copy and electronic files
- 4) Construction Contract electronic PDF of documents
- 5) Conformed Set of Plans & Specifications Two (2) printed copies and electronic PDF of documents

ADDITIONAL SURVEY UPON REQUEST

The following aerial topography and orthophoto mapping is available to be added to the Scope of Services upon request. The cost for this survey is included in the attached fee schedule for reference only; it is not included in the sum total provided.

Aerial Topography and Orthophoto Mapping (Subconsultant QUANTUM)

The most recent aerial topography and survey is over 10 years old and lacks any improvements to the Airfield that have occurred within the last decade. The previously submitted Cat-ex includes provisions for substantial electrical and water quality improvements. The breadth of these improvements covers a significant area outside of the Runway 12-30 RSA, particularly in terms of the electrical improvements that are required between the runway, its connectors, and the electrical vault. An aerial survey is included to reduce the need for additional survey in the future, and to facilitate a continuous, coordinated sequence of

engineering drawings across the expected two (2) to three (3) Runway 12-30 projects shown on the ACIP. A detailed Scope for the aerial survey is included separately.

EXCLUDED SERVICES

The following services are not included in the Contract and will be considered extra in accordance with Compensation for Services Section 3.

- 1) Any costs associated with public notifications / bid advertisements
- 2) Public outreach and coordination
- 3) Modifications to Standards
- 4) Reimbursable Agreement
- 5) Construction Administration Services
- 6) Repackaging of unawarded bid alternates
- 7) This Scope of Services is predicated on the existing Runway 12-30 profile complying with AC 150/5300-13A and therefore not requiring full reconstruction to correct runway grading, the runway not requiring strengthening to meet the fleet mix that currently operates at MASP, and available FAA funding limiting the entire Project to the 5-8 million dollar range. If these conditions are found to be inaccurate during the preliminary design, the breadth of this Scope of Services may need to be revisited.

SCHEDULE OF COMPLETION

This Project is tied to the FAA grant funding schedule. The November 2020 ACIP between MASP and the FAA indicated that the Project will be eligible for late-cycle discretionary funding, expected for release in the August-September 2021 time range. To conform with this timeline, the Project is expected to be advertised on or around June 1, with bids opened on or around June 30. To meet this schedule, a Notice-to-Proceed is needed no later than January 15, 2021.

- 1) The Consultant will complete the *Preliminary Design Report* and *Preliminary Planimetric Drawings* called for under Phase 2 Preliminary Design within forty-five (45) calendar days from the date that MASP issues the Notice to Proceed with the corresponding work described herein.
- 2) The Consultant will complete the *90% submittal* called for under Phase 3 Final Design within forty-seven (47) calendar days from the date of receipt of MASP and FAA review comments on the 60% submittal. A review time-of two weeks is expected on the Preliminary Design.
- 3) The Consultant will complete the *Issued For Bid* submittal under Phase 3 Final Design for use in bidding within eighteen (18) calendar days of receipt of MASP and FAA review comments on the 90% submittal. A review time of two weeks is expected on the 90% Design.
- 4) The Consultant will complete the Conformed Plans and Specifications within thirty (30) calendar days of receipt of all bid documents and construction contract from MASP.

COMPENSATION FOR SERVICES

1) Payment for all work outlined in Scope of Services: Tasks 1, 2, 3, and 4 shall be a fixed fee of five-hundred ninety-one thousand nine-hundred eighty-three (\$591,983) dollars. This fee shall include labor, materials, expenses, and incidentals necessary to complete the work as described herein. The Design Engineering Fee is included as Attachment 4 to this Scope of Services. Payments will be made monthly based on the percentage of work complete.

Billing for these tasks will be broken down on Consultant's Invoices as follows:

Phase 1: Task 1 Project Administration and QAQC (\$67,760)

Phase 2: Task 2-3 Preliminary and Final Design (\$346,292)

Phase 3: Task 1-4 Sub-Consultant (\$130,916)

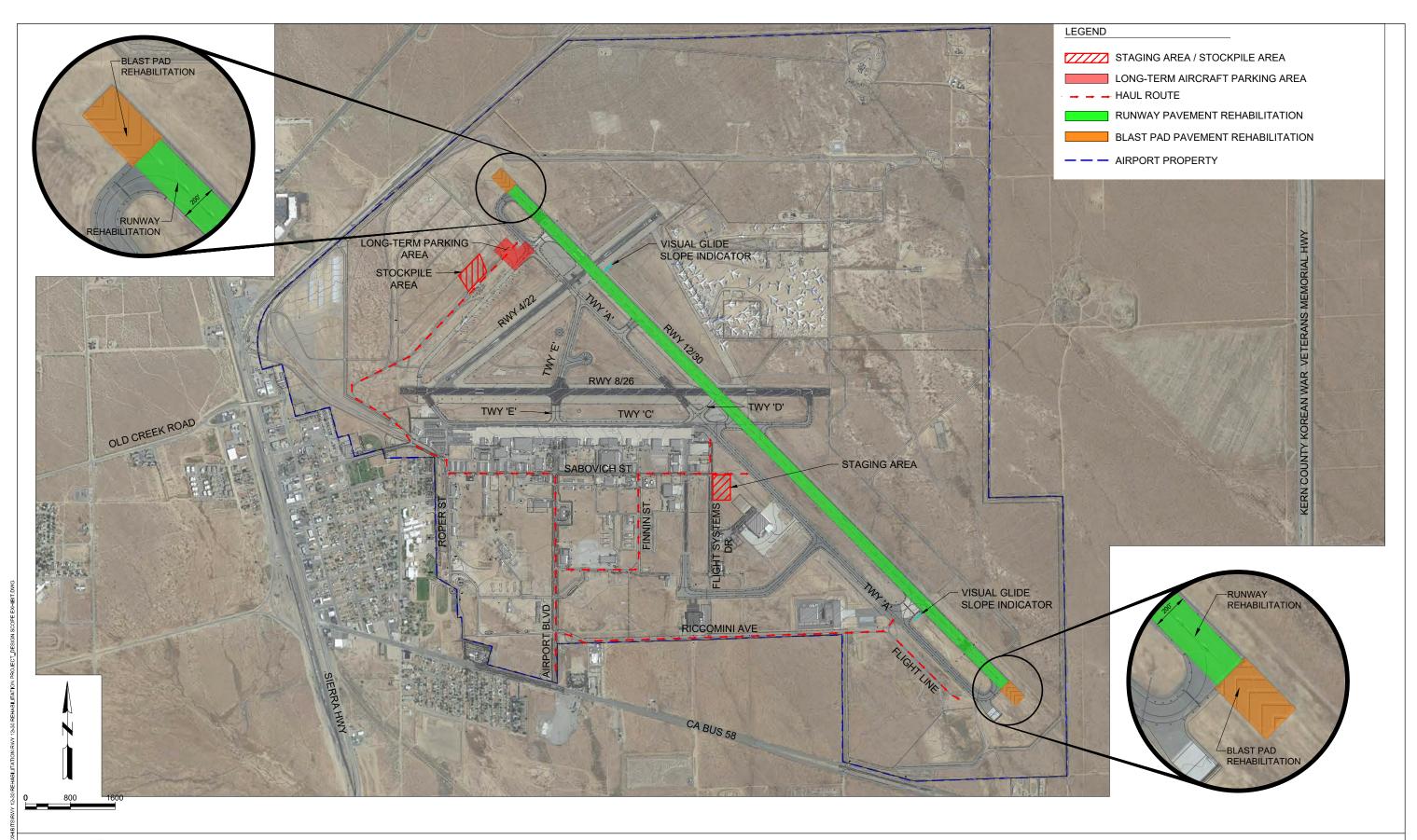
Phase 4: Task 4 Bid Administration (39,920)

Phase 5: Tasks 1-4 Expenses (\$7,095)

2) Payment for any additional services requested by MASP will be performed on a time-and-expense or negotiated lump-sum basis in conformance with the Mead & Hunt, Inc. 2021 California Billing Rate Schedule, included as Attachment 5 to this Scope of Services.

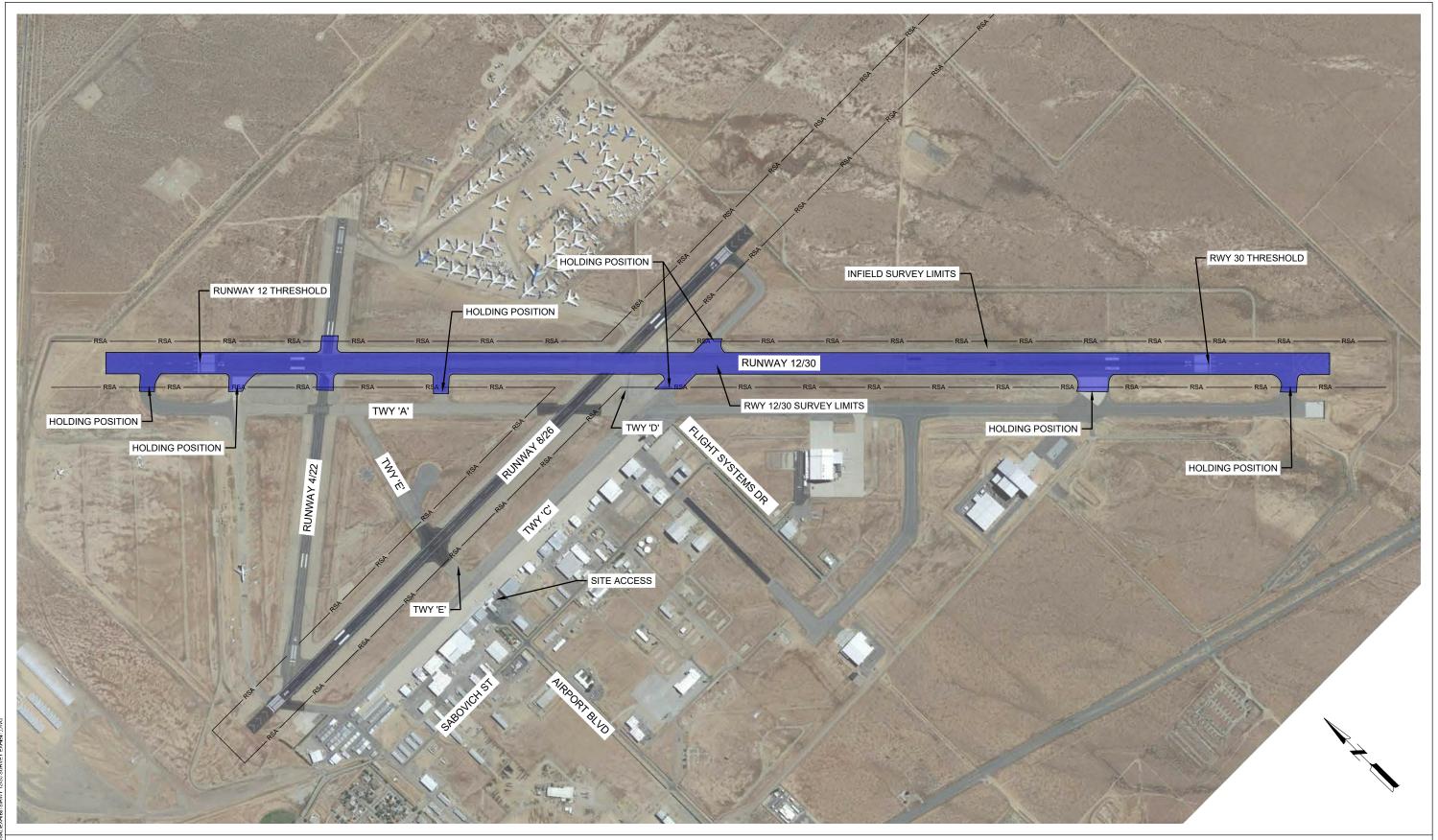
Attachments:

- 1 Project Limits
- 2 Survey Limits
- 3 Boring and Coring Locations
- 4 Design Engineering Fee
- 5 2021 California Billing Rate Schedule











MOJAVE AIR AND SPACE PORT MOJAVE, CA RUNWAY 12/30 REHABILITATION

SURVEY LIMITS
N.T.S.







MOJAVE AIR AND SPACE PORT MOJAVE, CA RUNWAY 12/30 REHABILITATION



Design Engineering Fee									Revision:	1	1/13/2021
		Mea	d & Hunt	(Labor I	lours Sh	own)		Subc	onsultants + Mark	up (\$)	
TASKS and ELEMENTS	Sonior Accorate	Proje	Project Engineer	enior Er) =	Engineer I	Administrative Assistant		Survey Sub-Consultant	Aerial Topography Sub-Consultant	Total Cost
	\$330	\$252	\$212	\$184	\$145	\$132	\$110				
TASK 1 - PROJECT MANAGEMENT AND QUALITY CONTROL / ASSURANCE											
1.0 Project Definition											
1.1 Preliminary Meetings with MASP	6	6		6							\$ 4,596
1.2 Prepare Contract and Subcontracts	2			6			16				\$ 3,524
Subtotal Project Definition	8	6	0	12	0	0	16	\$ -	\$ -	\$ -	\$ 8,120
2.0 Quality Control / Assurance	24	48		20							\$ 23,696
Subtotal Quality Control / Assurance	24	48	0	20	0	0	0	\$ -	\$ -	\$ -	\$ 23,696
3.0 Project Administration and Coordination	40		40	16	16		20				\$ 29,144
Subtotal Project Administration and Coordination	40	0	40	16	16	0	20	\$ -	\$ -	\$ -	\$ 29,144
4.0 Grant Application and Administration	4	8		4		4	20				\$ 6,800
Subtotal Grant Application and Administration	4	8	0	4	0	4	20	\$ -	\$ -	\$ -	\$ 6,800
TOTAL TASK 1 - PROJECT MANAGEMENT AND QUALITY CONTROL / ASSURANCE											\$ 67,760

1 of 7 1/13/2021

Design Engineering Fee	Mead & Hunt (Labor Hours Shown)												
		Mea	d & Hunt			own)		Subo	consultants + Mark	tup (\$)			
TASKS and ELEMENTS	Senior Associate	Senor Project Engineer	Project Engineer	Senior Engineer / PM	ngineer II	Engineer I	Administrative Assistant	Geotechnical Sub-Consultant	Survey Sub-Consultant	Aerial Topography Sub-Consultant	To	otal Cost	
	\$330	\$252	\$212	\$184	\$145	5 \$132 \$110							
TASK 2 - PRELIMINARY 30% DESIGN													
5.0 Topographical Surveying													
5.1 Coordination to Collect Existing Data and Locate Existing Facilities and Utilities		4		8		20					\$	5,120	
5.2 Survey Control		4				8					\$	2,064	
5.3 Field Work (Subconsultant)						8			\$ 73,128.50		\$	74,18	
5.4 Convert Survey Data for Design Software				16		16					\$	5,05	
5.5 Prepare FAA Advisory Circular 150/5300-13A Analysis	2	8	8	40	12		12				\$	14,79	
Subtotal Topographical Surveying	2	16	8	64	12	52	12	\$ -	\$ 73,128.50	\$ -	\$	101,21	
6.0 Geotechnical Investigation													
6.1 Coordination for Geotechnical Work		4				8					\$	2,064	
6.2 Establish Project Testing Requirements	0.5			8							\$	1,63	
6.3 Field Work and Laboratory Testing (Subconsultant)						8		\$ 57,787.50			\$	58,84	
6.4 Analyze Data	1	2		16							\$	3,77	
Subtotal Geotechnical Investigation	1.5	6	0	24	0	16	0	\$ 57,787.50	\$ -	\$ -	\$	66,32	
7.0 Prepare Plan Sheets for Preliminary 30% Submittal													
7.1 Project Layout Sheet	0.5	1	2	4	4	4					\$	2,68	
7.2 Planimetric Sheets	0.5	1	2	8	4	12					\$	4,47	
Subtotal Prepare Plan Sheets for Preliminary 30% Submittal	1	2	4	12	8	16	0	\$ -	\$ -	\$ -	\$	7,16	
8.0 Prepare FAA Pavement Design Report	1	1	2	4	2	4					\$	2,56	
Subtotal Prepare FAA Pavement Design Report	1	1	2	4	2	4	0	\$ -	\$ -	\$ -	\$	2,56	
9.0 Prepare Preliminary Drainage Design - NIC	0	0	0	0	0	0	0	\$ -	-	\$ -	\$		
Subtotal Prepare Preliminary Drainage Design - NIC	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$		
10.0 Prepare Preliminary Cost Estimate													
10.1 Calculate Estimated Preliminary Quantities		1	1	4	8	8					\$	3,41	
10.2 Prepare Preliminary Cost Estimate		1	1	4	8	8					\$	3,41	
Subtotal Prepare Preliminary Opinion of Probable Construction Cost	0	2	2	8	16	16	0	\$ -	\$ -	\$ -	\$	6,83	

2 of 7

1/13/2021

Design Engineering Fee Revision: 1/13/2021 Mead & Hunt (Labor Hours Shown) Subconsultants + Markup (\$) Senior Engineer / PM Senior Associate Project Engineer Senor Project Engineer Administrative **Engineer II** Engineer I **Aerial** Topography Geotechnical Survey **TASKS and ELEMENTS Sub-Consultant Sub-Consultant Sub-Consultant Total Cost** \$212 \$145 \$132 \$330 \$252 \$184 \$110 2 40 16 11.0 Prepare Preliminary Design Report (PDR) 2 2 40 16,568 Subtotal Prepare Preliminary Design Report (PDR) 2 2 2 40 40 16 16,568 4 8 12.0 Prepare FAA Form 7460 3,112 **Subtotal Prepare FAA Form 7460** 0 0 0 8 0 3,112 13.0 Prepare / Review Environmental Documentation 13.1 Review Federal Categorical Exclusion 1,066 13.2 Prepare California Categorical Exemption 16 3,274 2 Subtotal Prepare / Review Environmental Documentation 0 0 20 0 0 0 4,340 14.0 Phase 2 Project Meetings 14.1 Present Preliminary Design Alternatives and Recommendations to MASP 2 4 4 2,276 40 10 14.2 Coordination Meetings (with local agencies, subconsultants, etc., and site investigation visits) 40 21,660 14.3 Coordination Meetings with FAA and MASP 24 24 12 13,656 Subtotal Phase 2 Project Meetings 68 0 0 68 0 0 24 \$ 37,592 **TOTALTASK 2 - PRELIMINARY 30% DESIGN** 245,705

3 of 7

Design Engineering Fee Revision: 1/13/2021 Mead & Hunt (Labor Hours Shown) Subconsultants + Markup (\$) Senior Engineer / PM Senior Associate Project Engineer Senor Project Engineer Administrative Engineer I Aerial Geotechnical Survey **Topography** TASKS and ELEMENTS **Sub-Consultant Sub-Consultant Sub-Consultant Total Cost** \$145 \$132 \$330 \$252 \$212 \$184 TASK 3 - FINAL DESIGN 15.0 Prepare Plans General (6 sheets) 0.5 2 1,895 6 Construction Safety and Phasing (3 planimetric + 3 detail sheets) 1 1 1 2 9 2,291 0.5 0.5 16 Soil Borings Log and Planimetrics (8 sheets) 1 1 2 3,215 1 Existing Conditions Planimetrics (13 sheets) 0.5 1 1 2 26 4,535 1 Erosion Control (13 planimetrics + 2 detail sheets) 0.5 2 28 4,799 1 1 1 Demolition (13 planimetric + 1 detail sheets) 0.5 1 1 2 27 4,667 Runway Paving (13 planimetric + 13 profile + 3 detail sheets) 0.5 1 1 1 2 42 6,647 Marking (13 plan + 3 detail sheets) 2 0.5 1 8 2,159 Subtotal Prepare Plans 8 16 162 4 8 8 0 30,208 **16.0 Prepare Specifications** 16.1 Prepare Bidding and Contract Documents 4 4 2 2 2,346 1 2 2 16.2 Required Federal Provisions 0.5 8 8 4,095 1 16.3 FAA General Provisions (Advisory Circular 150-5370-10H) 0.5 2 2 2,511 1 4 4 16.4 MASP General Provisions 0.5 2 2 2 2 1.719 16.5 Prepare Special Provisions for Airport Construction 0.5 1 8 8 2 2 4,095 2 2 16.6 Prepare Technical Specifications 0.5 16 16 7,263 **Subtotal Prepare Specifications** 42 12 12 2.5 6 42 0 - \$ 22.029 17.0 Prepare Final Drainage Design - NIC 0 0 0 \$ 0 0 0 0 **Subtotal Prepare Final Drainage Design - NIC** 0 0 0 0 0 0 0 **\$** \$ - \$ _ 18.0 Airfield Lighting Design and Evaluation - NIC 0 0 0 0 0 \$ \$ 0 0 \$ **Subtotal Airfield Lighting Design and Evaluation - NIC** 0 0 0 0 0 0 0 19.0 Update Airport Signing and Marking Plan 0.5 4 8 1.957 Subtotal Update Airport Signing and Marking Plan 0.5 0 0 4 0 8 0 **\$** -\$ - \$ \$ 1,957 20.0 Erosion Control Plan 2 2 4 1,186 Subtotal Erosion Control Plan 0 0 2 2 4 0 1.186 0 21.0 Prepare Sponsor Certifications, and Modification of Airport Construction Standards 21.1 Sponsor Certifications 0.5 2 4 12 2,381 21.2 Justifications for Modification of Standards - NIC 0 0 0 0 0 0 \$ 0 Subtotal Prepare Sponsor Certifications, and Modification of Airport Construction Standards 0.5 0 0 2 0 4 12 \$ 2,381 22.0 Prepare 90% Submittal 8 24 24 40 264 264 40 98.664 **Subtotal Prepare 90% Submittal** 8 24 24 40 264 264 40 \$ - \$ - \$ \$ 98,664 23.0 Prepare 95% Submittal -NIC Subtotal Prepare 95% Submittal -NIC 0 \$ 0 0 0 0

1/13/2021

Subtotal Prepare Issued for Bid Submittal 4 12 16 20 40 40 16 \$ - \$ - \$ - \$ 24,2	Design Engineering Fee Revision: 1												1/13/2021
TASKS and ELEMENTS			Mea	d & Hunt	(Labor F	lours Sho	own)		Subc	onsultants + Mark	up (\$)		
24.0 Prepare Issued for Bid Submittal 4 12 16 20 40 40 16	TASKS and ELEMENTS	Senior Associate		jec	enior E	ngineel	Engineer I	ministr sistant	Geotechnical		Topography	т	otal Cost
Subtotal Prepare Issued for Bid Submittal 4 12 16 20 40 40 16 \$ - \$ - \$ - \$ 24,2		\$330											
25.0 Prepare and Submit Final Cost Estimate 2 3 3 4 4 24 24 0 \$ - \$ <th< td=""><td>·</td><td>4</td><td>_</td><td></td><td></td><td>_</td><td></td><td></td><td></td><td></td><td></td><td>\$</td><td>24,256</td></th<>	·	4	_			_						\$	24,256
25.1 Calculate Final Quantities 2 2 2 2 16 16 5.3 25.2 Prepare Final Engineer's Estimate of Probable Cost 1 1 2 2 8 8 8 5.3 Subtotal Prepare and Submit Final Cost Estimate 3 3 4 4 24 24 0 \$ - \$ - \$ - \$ - \$ 9,9 26.0 Prepare and Submit Engineer's Design Report 1 8 8 40 20 16 24 5 - \$ <td< td=""><td>· · · · · · · · · · · · · · · · · · ·</td><td>4</td><td>12</td><td>16</td><td>20</td><td>40</td><td>40</td><td>16</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$</td><td>24,256</td></td<>	· · · · · · · · · · · · · · · · · · ·	4	12	16	20	40	40	16	\$ -	\$ -	\$ -	\$	24,256
25.2 Prepare Final Engineer's Estimate of Probable Cost 1 1 2 2 8 8 - \$ 3,5 Subtotal Prepare and Submit Final Cost Estimate 3 3 4 4 24 24 0 \$ - \$ - \$ - \$ 9,9 26.0 Prepare and Submit Engineer's Design Report 1 8 8 40 20 16 24 - \$ - \$ - \$ 19,0 Subtotal Prepare and Submit Engineer's Design Report 1 8 8 40 20 16 24 \$ - \$ - \$ - \$ 19,0 27.0 Prepare Construction Safety and Phasing Plan 1 16 4 8 8 16 - \$ - \$ - \$ 9,6 Subtotal Prepare Construction Safety and Phasing Plan 1 16 4 8 8 0 16 \$ - \$ - \$ - \$ 9,6 28.0 Phase 3 Project Meetings 22 22 8 - \$ - \$ - \$ - \$ - \$ - \$ - \$	25.0 Prepare and Submit Final Cost Estimate												
Subtotal Prepare and Submit Final Cost Estimate 3 3 4 4 24 24 0 \$ - \$ - \$ 9,9 26.0 Prepare and Submit Engineer's Design Report 1 8 8 40 20 16 24 5 - \$ - \$ 19,0 27.0 Prepare Construction Safety and Phasing Plan 1 16 4 8 8 16 - \$ - \$ - \$ 9,6 28.0 Phase 3 Project Meetings 22 22 8 - \$ - \$ - \$ - \$ 12,1 Subtotal Phase 3 Project Meetings 22 0 0 22 0 0 8 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	25.1 Calculate Final Quantities	2	2	2	2	16	16					\$	6,388
26.0 Prepare and Submit Engineer's Design Report 1 8 8 40 20 16 24 9 9 Subtotal Prepare and Submit Engineer's Design Report 1 8 8 40 20 16 24 \$ - \$ - \$ 19,0 27.0 Prepare Construction Safety and Phasing Plan 1 16 4 8 8 16 9 9,6 Subtotal Prepare Construction Safety and Phasing Plan 1 16 4 8 8 0 16 \$ - \$ - \$ - \$ 9,6 28.0 Phase 3 Project Meetings 22 22 8 9 8 8 9 10 8 9 10 8 9 10 8 9 10 9 10 10 8 9 10	25.2 Prepare Final Engineer's Estimate of Probable Cost	1	1	2	2	8	8					\$	3,590
Subtotal Prepare and Submit Engineer's Design Report 1 8 8 40 20 16 24 \$ - \$ - \$ 19,0 27.0 Prepare Construction Safety and Phasing Plan 1 16 4 8 8 16 5 - \$ - \$ 9,6 Subtotal Prepare Construction Safety and Phasing Plan 1 16 4 8 8 0 16 \$ - \$ - \$ 9,6 28.0 Phase 3 Project Meetings 22 22 8 8 0 16 \$ - \$ - \$ 9,6 Subtotal Phase 3 Project Meetings 22 22 8 8 0 16 \$ - \$ - \$ 12,1	Subtotal Prepare and Submit Final Cost Estimate	3	3	4	4	24	24	0	\$ -	\$ -	-	\$	9,978
27.0 Prepare Construction Safety and Phasing Plan 1 16 4 8 8 16 \$ 9,6 Subtotal Prepare Construction Safety and Phasing Plan 1 16 4 8 8 0 16 \$ - \$ - \$ 9,6 28.0 Phase 3 Project Meetings 22 22 8 \$ 12,1 Subtotal Phase 3 Project Meetings 22 0 0 22 0 0 8 - \$ - \$ - \$ 12,1	26.0 Prepare and Submit Engineer's Design Report	1	8	8	40	20	16	24				\$	19,054
Subtotal Prepare Construction Safety and Phasing Plan 1 16 4 8 8 0 16 \$ - \$ - \$ - \$ 9,6 28.0 Phase 3 Project Meetings 22 22 8 5 22 \$ 12,1 Subtotal Phase 3 Project Meetings 22 0 0 22 0 0 8 \$ - \$ - \$ - \$ 12,1	Subtotal Prepare and Submit Engineer's Design Report	1	8	8	40	20	16	24	\$ -	\$ -	\$ -	\$	19,054
28.0 Phase 3 Project Meetings 22 22 8 \$ 12,1 Subtotal Phase 3 Project Meetings 22 0 0 22 0 0 8 - \$ - \$ 12,1	27.0 Prepare Construction Safety and Phasing Plan	1	16	4	8	8		16				\$	9,602
Subtotal Phase 3 Project Meetings 22 0 0 22 0 0 8 \$ - \$	Subtotal Prepare Construction Safety and Phasing Plan	1	16	4	8	8	0	16	-	-	-	\$	9,602
	28.0 Phase 3 Project Meetings	22			22			8				\$	12,188
TOTALTASK 3 - FINAL DESIGN \$ 231,50	Subtotal Phase 3 Project Meetings	22	0	0	22	0	0	8	\$ -	\$ -	\$ -	\$	12,188
	TOTALTASK 3 - FINAL DESIGN											\$	231,503

5 of 7 1/13/2021

Design Engineering Fee				:					Revision	1		1/13/202
		Mea	d & Hunt	(Labor F	lours Sh	own)		Subo	onsultants + Mark	up (\$)		
TASKS and ELEMENTS	Senior Associate	Senor Project Engineer	Project Engineer	Senior Engineer / PM	ngineer II	Engineer I	Administrative Assistant	Geotechnical Sub-Consultant	Survey Sub-Consultant	Aerial Topography Sub-Consultant	T	⁻ otal Cost
	\$330	\$252	\$212	\$184	\$145	\$132	\$110					
ASK 4 - BID ADMINISTRATION												
29.0 Prepare Advertisement for Bids	<u> </u>	2		4		1	2			-	\$	1,460
Subtotal Prepare Advertisement for Bids	0	2	0	4	0	0	2	\$ -	\$ -	\$ -	\$	1,460
30.0 Bid Documents Distribution				4			4				\$	1,176
Subtotal Bid Documents Distribution	0	0	0	4	0	0	4	\$ -	\$ -	\$ -	\$	1,176
31.0 Respond to Bidders' Questions	1	4	4	16		2	2				\$	5,614
Subtotal Respond to Bidders' Questions	1	4	4	16	0	2	2	\$ -	\$ -	\$ -	\$	5,614
32.0 Prepare and Distribute Addenda				2			8				\$	1,248
Subtotal Prepare and Distribute Addenda	0	0	0	2	0	0	8	\$ -	\$ -	\$ -	\$	1,248
33.0 Pre-Bid Conference	8			8		4	2				\$	4,860
Subtotal Pre-Bid Conference	8	0	0	8	0	4	2	\$ -	\$ -	\$ -	\$	4,860
34.0 Bid Opening	8			8							\$	4,112
Subtotal Bid Opening	8	0	0	8	0	0	0	\$ -	\$ -	\$ -	\$	4,112
35.0 Bid Review and Bid Tabulation		2		4		4	1				\$	1,878
Subtotal Bid Review and Bid Tabulation	0	2	0	4	0	4	1	\$ -	\$ -	\$ -	\$	1,878
36.0 Prepare Recommendation for Award				2			2				\$	588
Subtotal Prepare Recommendation for Award	0	0	0	2	0	0	2	\$ -	\$ -	\$ -	\$	588
37.0 Final Coordination Prior to Construction Grant Execution	9			9		2	2				\$	5,110
Subtotal Final Coordination Prior to Construction Grant Execution	9	0	0	9	0	2	2	\$ -	\$ -	\$ -	\$	5,110
38.0 Prepare Conformed Plans and Specifications	1	4	16	16	20	20	6				\$	13,874
Subtotal Prepare Conformed Plans and Specifications	1	4	16	16	20	20	6	\$ -	\$ -	\$ -	\$	13,874
TOTALTASK 4 - BID ADMINISTRATION											\$	39,920
Total Reimbursable Expenses											\$	7,09
Additional Service: Aerial Topography - NOT INCLUDED IN CALCULATION										TBD		
TOTAL PROJECT BUDGET (Lump Sum)											\$	591,983

6 of 7

1/13/2021

Date: 1/13/2021

Mojave Air and Space Port
Design Engineering Services for Runway 12-30 Rehabilitation
Expenses

Revision: 1

Item	Unit	# of Units	Co	st per unit	Total cost
Meetings*:					
Printing / Reproductions / Shipping	LS	1	\$	3,000.00	\$ 3,000.00
Meals	EA	20	\$	15.00	\$ 300.00
Mileage	MILE	6600	\$	0.575	\$ 3,795.00
					\$ -
Total Expenses					\$ 7,095.00

7 of 7

MEAD & HUNT, Inc. Standard Billing Rate Schedule Effective January 1, 2021

Standard Billing Rates	
Clerical	\$84.00 / hour
Technical Editor	\$118.00 / hour
Senior Editor	\$173.00 / hour
Registered Land Surveyor	\$134.00 / hour
Accounting, Administrative Assistant	\$110.00 / hour
Technician I, Technical Writer	
Technician II, Surveyor - Instrument Person	\$121.00 / hour
Technician III	\$129.00 / hour
Technician IV	•
Senior Technician	\$180.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer, Planner I	\$132.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer, Planner II	\$145.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer, Planner III	\$155.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer,	
Senior Planner, Senior Economist	\$184.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer,	
Project Planner	\$212.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior	
Project Interior Designer, Senior Project Planner	\$252.00 / hour
Senior Associate, Principal, Senior Client/Project Manager	\$330.00 / hour
Expenses	
Geographic Information or GPS Systems	\$100.00 / day
Total Station Survey Equipment	\$110.00 / day
Charges for other equipment may appear in a proposal	·
Out-Of-Pocket Direct Job Expenses	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	·
Travel Expense	
Company or Personal Car Mileage	\$ IRS rate / mile*
* the current IRS rate as of Jan. 2020 is: \$0.575 cents per mile	,
Air and Surface Transportation	cost plue 15%
Lodging and Sustenance	•
Loughing and Ousternance	603t pius 1370

Billing & Payment

Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2021, and will remain in effect until December 31, 2021, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.



TO: Board of Directors

FROM: Floyd VanWey, Director of Planning.

SUBJECT: Taxiway "C" AIP Update

MEETING DATE: January 19, 2021

Background:

On 5 January 2021 the Board of Directors requested additional background information on the status of the Taxiway "C" Rehabilitation Airport Improvement Project, Grant Number 3-06-0154-033-2020 approved by resolution No. 20-08-805.

The Taxiway "C" Rehabilitation Project is scheduled to begin March 2021. The District received \$333,333.00 in entitlement funds and has so far processed \$546,433.99 in reimbursement. The FAA Grant Agreement total is \$8,554,706.00. This project is scheduled for 200 days of construction concluding fall 2021.

Impacts:

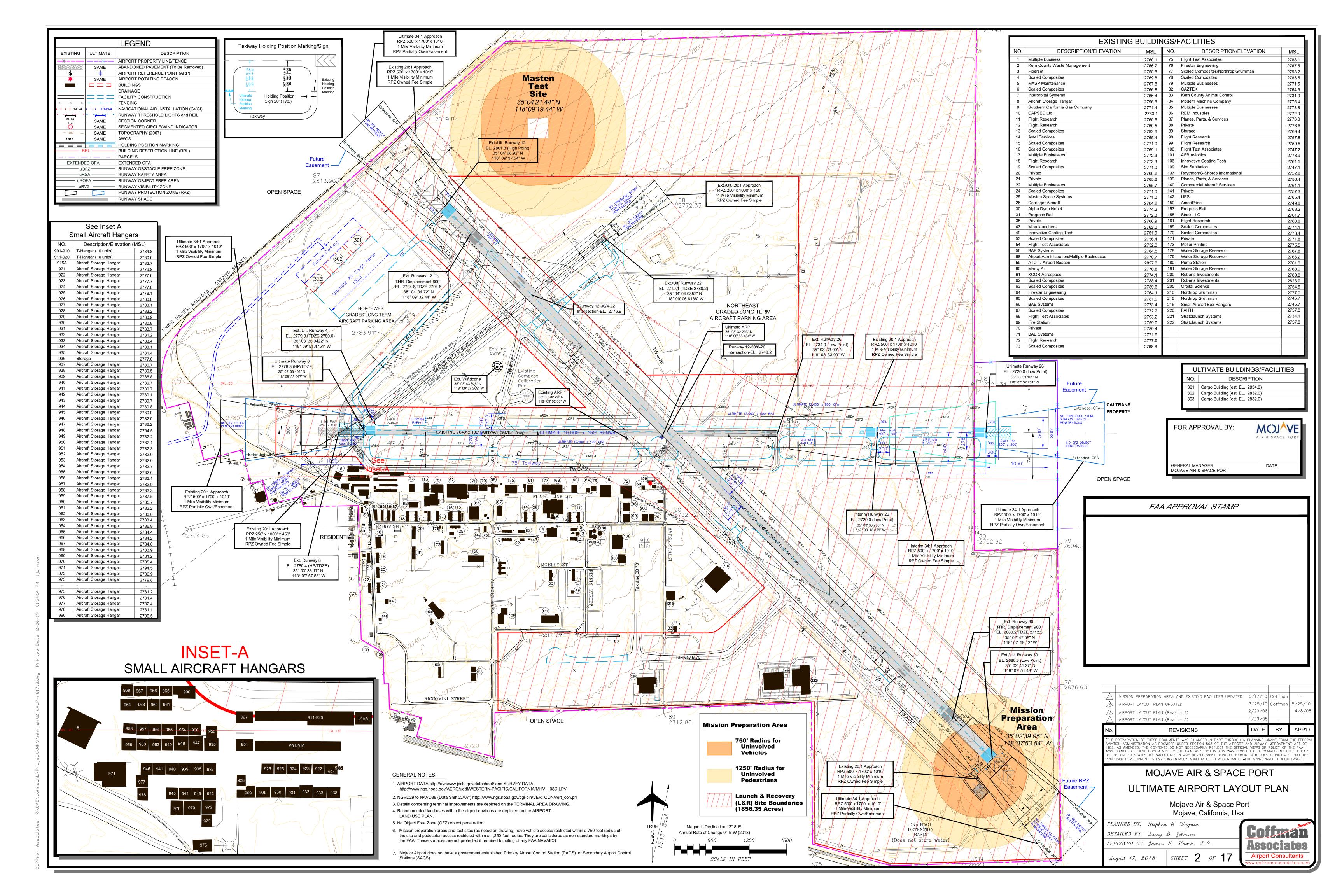
Fiscal: None

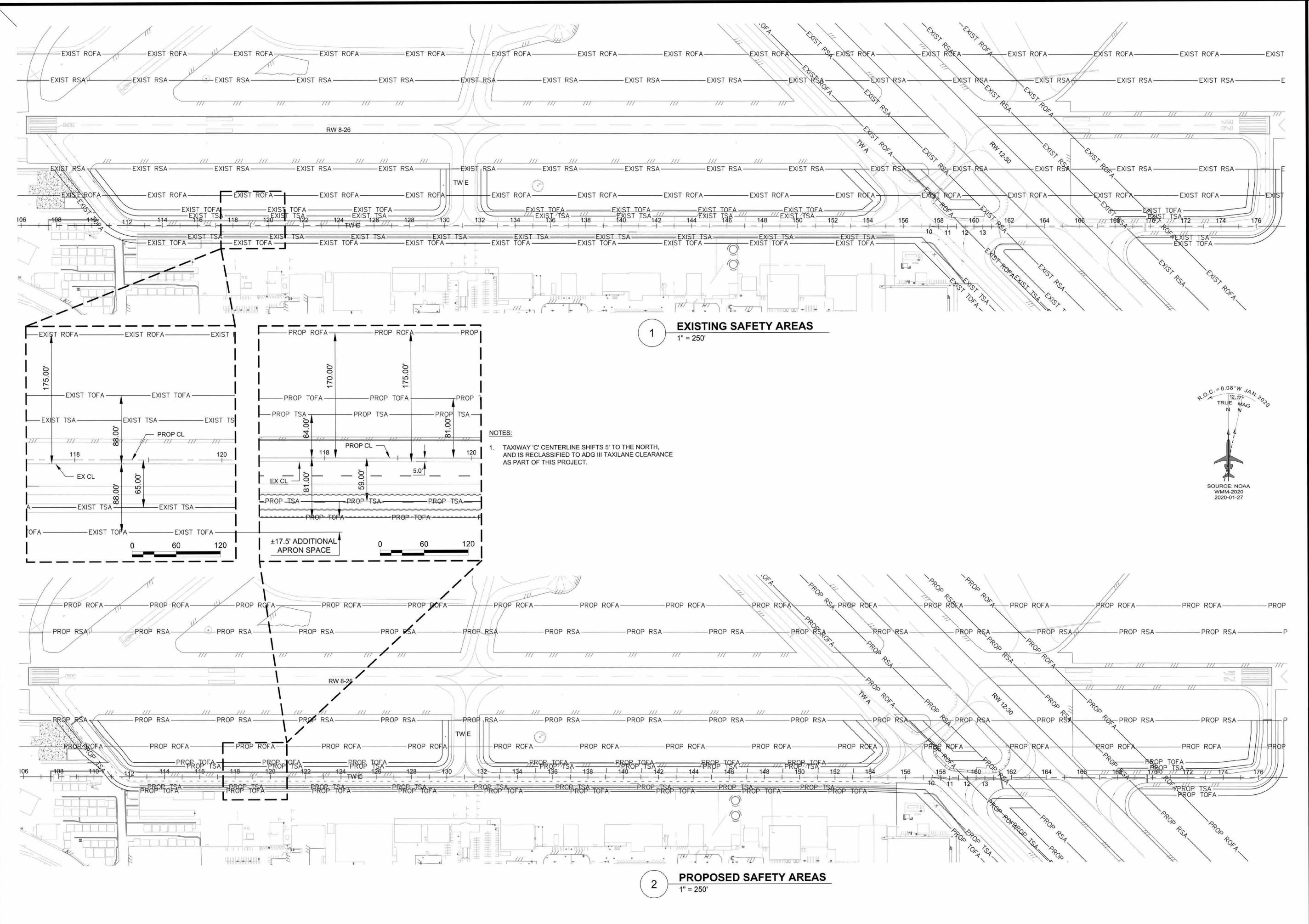
Environmental: None

Legal: None

Recommended Action:

None at this time.





Mead Hunt

Mead and Hunt, Inc. 3110 E. Guasti Road, Suite 330 Ontario, CA 91761 phone: 909-467-8560 meadhunt.com



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such misuse or reuse of the documents. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited

OJAVE AIR AND SPACE PO AXIWAY C REHABILITATION

ISSUED



IFC - 8/31/20

MHV JOB N

M&H NO.: 3229800-191787.01

DATE: MARCH 17, 2020

DESIGNED BY: CJS

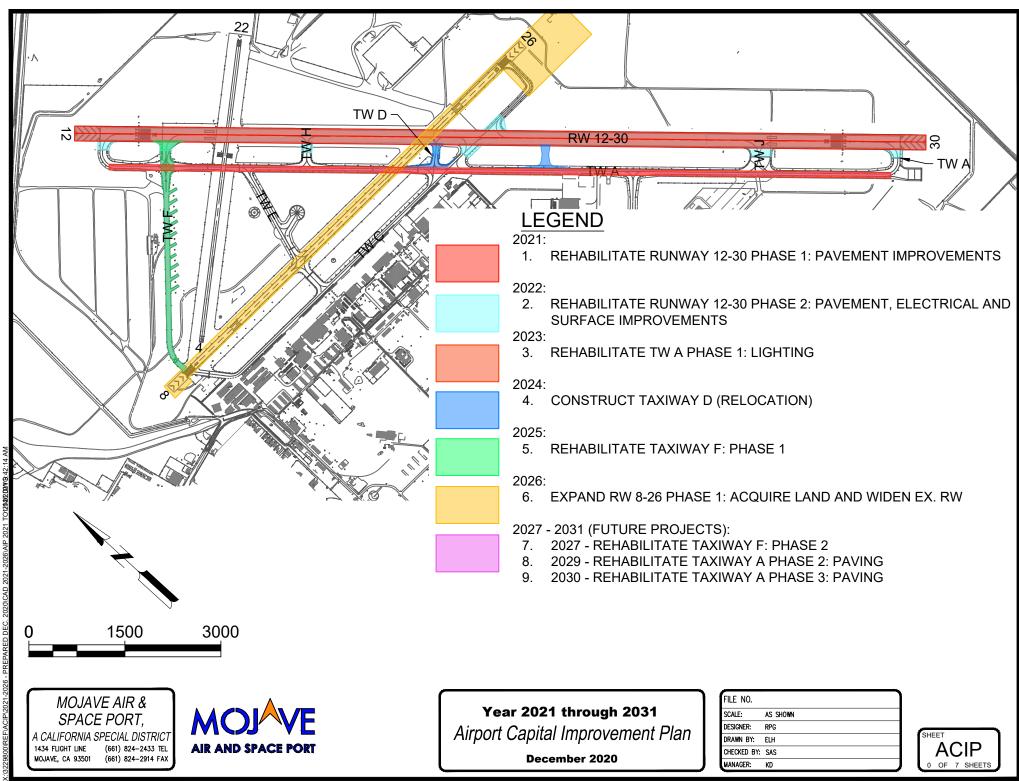
CHECKED BY: SAS

DO NOT SCALE DRAWINGS

EXISTING &
PROPOSED SAFETY
AREAS

SHEET NO. 5 of 105

G-1.5





TO: Board of Directors

FROM: Floyd VanWey, Director of Planning.

SUBJECT: Airport Hangar Development.

MEETING DATE: January 19, 2021

Background:

On 5 January 2021 the Board of Directors requested additional information on potential locations for General Aviation hangar development as well as an explanation of the requirements for individual hangar construction. Staff have identified locations for future hangar development and have outlines necessary steps involved in constructing new hangars.

Impacts:

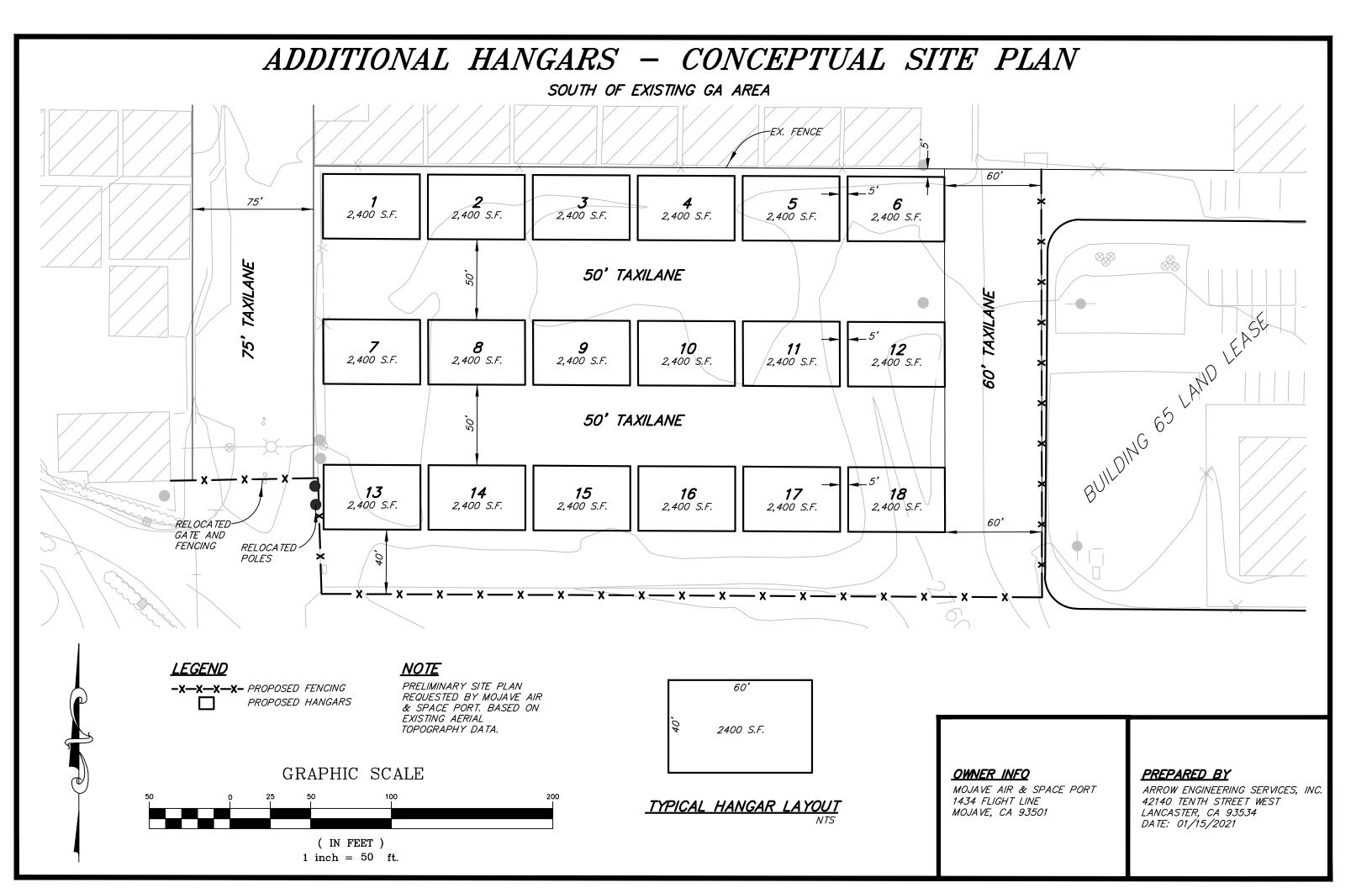
Fiscal: None

Environmental: None

Legal: None

Recommended Action:

None at this time.



GUIDELINES FOR HANGAR DEVELOPMENT

- 1. Secure a ground lease with MASP
- Submit a form 7460-1 Notice of Proposed Construction to the AJV-A not less than 45 days prior to local permit application.
- 3. Submit a PD Plan Modification Application and (2) copies of the PD Plan Mod on 11" x 17" to Mojave Air and Space Port Planning.
- 4. Submit a form NPDES "Applicability of NPDES Storm Water Program" for projects disturbing one (1) acre or greater to Mojave Air and Space Port Planning.
- 5. Submit Engineered Grading Plans and a Grading Permit application signed by Applicant to Mojave Air and Space Port Planning.
- 6. Submit a signed "wet stamped" set of construction plans prepared by a California Registered Design Professional and a completed signed Building Project Permit Application to Mojave Air and Space Port Planning.
 - Upon review of all plans and applications Mojave Air and Space Port Planning will issue, if approvable, a Project Review Letter and signed PD Plan Modification to the applicant.
- 7. Submit to Kern County Building & Development:
 - I. The Project Review Letter signed by MASP Director of Planning.
 - II. The PD Plan Modification signed by MASP CEO
 - III. Form NPDES signed by the Applicant and the MASP Legally Responsible Person
 - IV. Engineered Grading Plans and Grading Permit Application Signed by the Applicant.

- V. The Building Project Permit Application Signed by the Applicant
- VI. (3) Copies of "wet stamped" construction plans including (2) copies of structural calculations, signed by a California Registered Design Professional.

Upon approval of Kern County Building & Development and notification to MASP the applicant may begin construction.



CEO REPORT

TO: MASP Board of Directors

FROM: David Evans

MEETING DATE: January 19, 2021

<u>Updates</u>

- MASP ATCT is fully staffed; our newest controller, Mr. Devin Wyatt, joined the team 1/11/21
- The U.S. Forestry Service completed operations on Tuesday, 1/12/2021. While operating from Mojave, the USFS supported 37 Federal and State wildfires; dispersed 960,000 gallons of retardant; uploaded 138,000 gallons/\$383,413.79 of fuel.
- Loomacres and MASP staff have begun the Wildlife Hazard Management Plan development for eventual submission to the FAA for approval.

Insurance Renewals

Commercial Auto and Towing annual renewal: \$38,106.00

New Leases

Hangar 902, month-to-month

Purchased Property

- Kim –Land Parcel ID: 428-054-11-00
- Hobbs-Delanie Land Parcel ID: 428-054-01-00



CEO REPORT

Authorized Payments

BOARD MEETING:

1/19/21 DATE AMOUNT EFT'S TOTAL

CEO CHECK REGISTER 1/5/2021 178,970.46 178,970.46

1/13/2021 94,411.15 94,411.15

1/12/2021 560,345.08 560,345.08

273,381.61 560,345.08 833,726.69

VOIDED Check 60466

60467

60468

60474

TOTAL ALL CHECKS &

EFT'S 833,726.69

Date:

User:

Tuesday, January 5, 2021 03:43: PM

Time:

CPANKO

Mojave Air & Space Port

1 of 3 Page: Report: 03630.rpt

Company:

MASP

Check Register - Standard

ı	Period: 07-21 As	of: 1/5/2		-		
	Ref	Doc	Invoice	Invoice	Discount	Amount
ed	Nbr	Type	Number	Date	Taken	Paid

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref d Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
Company:	MASF	•								
Acct / Sub:	101000		1200							
060469	CK	1/5/2021	0109 AT&T	07-21	047339	VO	23831139/1220	12/7/2020	0.00	128.25
060469	CK	1/5/2021	0109 AT&T	07-21	047340	VO	34122793/1220	12/7/2020	0.00	128.25
								Check Total		256.50
060470	CK	1/5/2021	0234 Banyan	07-21	047397	VO	1860301	12/29/2020	0.00	112.38
060471	СК	1/5/2021	0262	07-21	047390	VO	12176	12/26/2020	0.00	4,500.00
			Cantelmi Engineering							
060472	CK	1/5/2021	0284 Michael L. Brouse	07-21	047375	VO	12092020	12/9/2020	0.00	337.50
000470	OK	4/5/0004	0500	07.04	0.47000	\(\alpha\)	000070	40/7/0000	0.00	0.504.70
060473	CK	1/5/2021	0582 Environmental Concepts	07-21	047366	VO	220270	10/7/2020	0.00	2,584.73
060473	CK	1/5/2021	0582 Environmental Concepts	07-21	047367	VO	220267	10/29/2020	0.00	9,459.45
060473	СК	1/5/2021	0582	07-21	047368	VO	220260	9/30/2020	0.00	27,750.94
			Environmental Concepts							
060473	CK	1/5/2021	0582 Environmental Concepts	07-21	047369	VO	220280	11/17/2020	0.00	5,952.38
060473	CK	1/5/2021	0582 Environmental Concepts	07-21	047370	VO	220287	11/25/2020	0.00	2,859.50
			·					Check Total		48,607.00
060474	CK	1/5/2021	0597 VOID	07-21	047391	VO	122120	12/21/2020	0.00	2,600.00
060474	CK	1/5/2021	0597 VOID	07-21	047392	VO	122820	12/28/2020	0.00	2,750.00
060474	CK	1/5/2021	0597 VOID	07-21	047394	VO	010221	1/2/2021	0.00	6,930.00
			VOID					Check Total		12,280.00
060475	СК	1/5/2021	0786 GuardMetrics LLC	07-21	047395	VO	02183	1/1/2021	0.00	158.00
060476	СК	1/5/2021	0866	07-21	047341	VO	07610417/1120	11/29/2020	0.00	279.02
			The Home Depot Credit Plan							
060477	CK	1/5/2021	1138	07-21	047376	VO	12012020	12/1/2020	0.00	80,559.68

Kern Machinery

060478	СК	1/5/2021	1241 Loschnigg Consulting LLC	07-21	047377	VO	2020-12-31	12/31/2020	0.00	6,000.00
060479	СК	1/5/2021	1267 Lowes	07-21	047342	VO	4557306/1120	12/2/2020	0.00	264.29
060480	СК	1/5/2021	1306 Martha's Cleaning Service	07-21	047396	VO	2026	1/1/2021	0.00	4,640.00
060481	СК	1/5/2021	1314 Mead & Hunt	07-21	047266	VO	310723	12/9/2020	0.00	1,287.35
060482	СК	1/5/2021	1372 Mojave Public Utility District	07-21	047386	VO	006072001/1220	12/31/2020	0.00	6,151.46
060482	CK	1/5/2021	1372 Mojave Public Utility District	07-21	047387	VO	006072003/1220	12/31/2020	0.00	199.80
060482	CK	1/5/2021	1372 Mojave Public Utility District	07-21	047388	VO	006072002/1220	12/31/2020	0.00	76.75
060482	СК	1/5/2021	1372 Mojave Public Utility District	07-21	047389	VO	006072000	12/31/2020	0.00	89.20
								Check Total		6,517.21
060483	CK	1/5/2021	1411 Nave Law Office, P.C.	07-21	047373	VO	20919/1220	12/31/2020	0.00	6,106.00
060484	СК	1/5/2021	1670 Praxair	07-21	047378	VO	60796870	12/22/2020	0.00	279.69
060485	СК	1/5/2021	1800 Ramos Strong Incorporated	07-21	047393	VO	035047	12/30/2020	0.00	513.68
060486	СК	1/5/2021	1803 Race Telecommunications, Inc	07-21	047343	VO	RC427112	12/1/2020	0.00	216.37
060486	CK	1/5/2021	1803 Race Telecommunications, Inc	07-21	047398	VO	RC438604	1/5/2021	0.00	219.62
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								Check Total		949.44
060487	CK	1/5/2021	1897 Southern California Fleet Servi	07-21 c€	047371	VO	HP11424	12/7/2020	0.00	250.00
060487	CK	1/5/2021	1897 Southern California Fleet Servi	07-21 c∈	047372	VO	HP11407	12/4/2020	0.00	800.00
060488	СК	1/5/2021	2071 Synchrony Bank	07-21	047364	VO	7810762035/1120	Check Total 12/10/2021	0.00	1,050.00 2,264.42
060489	СК	1/5/2021	2253 Waste Management - Kern Cou	07-21 ur	047384	VO	2848148081/1220	1/1/2021	0.00	727.49

060489	CK	1/5/2021	2253 Waste Management - Kern C	07-21 our	047385	VO	2839048084/1220	1/1/2021	0.00	366.11
060489	СК	1/5/2021	2253 Waste Management - Kern C	07-21	047401	VO	2910848089/1220	1/1/2021	0.00	204.83
060490	СК	1/5/2021	3015 John Himes	07-21	047400	VO	1261941/FEDEX	Check Total 1/5/2021	0.00	1,298.43 295.87
060491	СК	1/5/2021	4008 Michael B.Jones DDS	07-21	047337	VO	121020/BUCK	12/10/2020	0.00	119.00
060491	СК	1/5/2021	4008 Michael B.Jones DDS	07-21	047338	VO	121020/BUCK	12/10/2020	0.00	295.00
								Check Total		414.00
Check Count:		23						Acct Sub Total:		178,970.46
Check Count:		23		Check Type	(Count	Amount Paid	Acct Sub Total:		178,970.46
Check Count:		23		Check Type Regular	(Count 23	Amount Paid 178,970.46	Acct Sub Total:		178,970.46
Check Count:		23		• •	(Acct Sub Total:		178,970.46
Check Count:		23		Regular	(23	178,970.46	Acct Sub Total:		178,970.46
Check Count:		23		Regular Hand	(23	178,970.46 0.00	Acct Sub Total:		178,970.46
Check Count:		23		Regular Hand Electronic Payment	(23 0	178,970.46 0.00 0.00	Acct Sub Total:		178,970.46
Check Count:		23		Regular Hand Electronic Payment Void	(23 0 0	178,970.46 0.00 0.00 0.00	Acct Sub Total:		178,970.46
Check Count:		23		Regular Hand Electronic Payment Void Stub	(23 0 0 0	178,970.46 0.00 0.00 0.00 0.00	Acct Sub Total:		178,970.46
Check Count:		23		Regular Hand Electronic Payment Void Stub Zero	(23 0 0 0 0	178,970.46 0.00 0.00 0.00 0.00 0.00	Acct Sub Total:		178,970.46

Wednesday, January 13, 2021 03:14PM Date:

Time: CPANKO User:

Mojave Air & Space Port

Check Register - Standard Period: 07-21 As of: 1/13/2021

Page: Report: Company:

1 of 3 03630.rpt MASP

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
Company:	MAS	Р								
Acct / Sub: 060492	101000 CK	1/13/2021	1200 0238 ADK Consulting, Inc.	07-21	047455	VO	6462	1/8/2021	0.00	12,170.00
060493	СК	1/13/2021	0479 Aramark Uniforms & Career	07-21	047431	VO	2100875054	1/1/2021	0.00	213.08
060494	СК	1/13/2021	0518 Elevation Corp. Health, LLC	07-21	047429	VO	8097	12/31/2020	0.00	11,813.47
060495	СК	1/13/2021	0597 Evans & Company, Inc	07-21	047423	VO	01022021	1/2/2021	0.00	4,180.00
060495	CK	1/13/2021	0597 Evans & Company, Inc	07-21	047424	VO	122120	12/21/2020	0.00	600.00
060495	СК	1/13/2021	0597 Evans & Company, Inc	07-21	047425	VO	122820	12/28/2020	0.00	150.00
060495	CK	1/13/2021	0597 Evans & Company, Inc	07-21	047456	VO	010921	1/9/2021	0.00	2,777.18
060496	СК	1/13/2021	0773	07-21	047433	VO	9755667988	Check 12/23/2020	Total 0.00	7,707.18 295.11
060496	СК	1/13/2021	Grainger 0773 Grainger	07-21	047434	VO	9755836401	12/23/2020	0.00	103.92
060497	СК	1/13/2021	1200 L & L Construction	07-21	047428	VO	WE 11.20.20	Check 11/20/2020	Total 0.00	399.03 825.00
060498	CK	1/13/2021	1364 Karl's Hardware Mojave	07-21	047444	VO	123020	12/30/2020	0.00	1,866.53
060499	СК	1/13/2021	1372 Mojave Public Utility District	07-21	047435	VO	12201/1220	1/5/2021	0.00	4,273.70
060500	СК	1/13/2021	1373 Mojave Public Utility District	07-21	047436	VO	12202/1220	1/5/2021	0.00	157.50
060501	СК	1/13/2021	1501 Office Depot	07-21	047445	VO	10076136/1220	12/17/2020	0.00	525.14

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Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Close	Ref d Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
060502	CK	1/13/2021	1664 PRO TEC FIRE SERVICES LTD	07-21	047441	VO	8001	1/1/2021	0.00	35,416.67
060503	CK	1/13/2021	1865 RLH Fire Protection	07-21	047450	VO	0962579/137	1/4/2021	0.00	915.00
060503	CK	1/13/2021	1865 RLH Fire Protection	07-21	047451	VO	0962580/180	1/4/2021	0.00	2,035.00
060503	CK	1/13/2021	1865 RLH Fire Protection	07-21	047452	VO	0962578/580	1/4/2021	0.00	930.00
060503	CK	1/13/2021	1865 RLH Fire Protection	07-21	047453	VO	0962581/BLDG 5	1/4/2021	0.00	615.00
060504	СК	1/13/2021	1896 Speedy Car Wash	07-21	047432	VO	2020	Check 12/2/2020	Total 0.00	4,495.00 160.00
060505	СК	1/13/2021	1952 So. Calif. Edison	07-21	047448	VO	2025279670/1220	1/8/2021	0.00	9,005.77
060506	СК	1/13/2021	2014 Sharper Landscaping Services	07-21	047443	VO	5643/1220	1/4/2021	0.00	1,600.00
060507	СК	1/13/2021	2068 Resource MFG	07-21	047430	VO	8406158743	12/28/2020	0.00	869.44
060507	CK	1/13/2021	2068 Resource MFG	07-21	047442	VO	8406173431	1/4/2021	0.00	869.44
060508	СК	1/13/2021	2253 Waste Management - Kern	07-21	047446	VO	7217873006/1220	Check 1/4/2021	Total 0.00	1,738.88 824.65
060508	CK	1/13/2021	2253 Waste Management - Kern	07-21	047447	VO	0369103008/1220	1/4/2021	0.00	649.55
060509	СК	1/13/2021	3022 Carlos Lucero	07-21	047454	VO	010721	Check 1/7/2021	Total 0.00	1,474.20 145.00
060510	СК	1/13/2021	4000 Ted Y. T. Fang D.D.S.	07-21	047449	VO	010521/QUELET	1/5/2021	0.00	280.00
060511	СК	1/13/2021	4930 Devin Wyatt	07-21	047457	VO	011221	1/12/2021	0.00	145.00

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Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
Check Count:		20						Acct Sub Total:		94,411.15
				Check Type		Count	Amount Paid			
				Regular		20	94,411.15			
				Hand		0	0.00			
				Electronic Payment		0	0.00			
				Void		0	0.00			
				Stub		0	0.00			
				Zero		0	0.00			
				Mask		0	0.00			
				Total:		20	94,411.15			
					Compar	ny Disc Total	0.00	Company Total		94,411.15

Electronic Fund Transfers December 19, 20 through January 12, 2021								
12/21/2020	ACH DEBIT EFTTRANSFE AVFUEL	\$29,935.43						
12/22/2020	ACH DEBIT EFTTRANSFE AVFUEL	\$14,725.63						
12/23/2020	ACH DEBIT EFTTRANSFE AVFUEL	\$15,272.54						
12/23/2020	ACH DEBIT GARNISH	\$48.96						
12/23/2020	ACH DEBIT PAYROLL PAYCHEX	\$54,688.65						
12/24/2020	ACH DEBIT INVOICE PAYCHEX	\$228.75						
12/24/2020	ACH DEBIT TAXES PAYCHEX	\$12,857.18						
12/28/2020	ACH DEBIT EFTTRANSFE AVFUEL	\$60,064.33						
12/29/2020	ACH DEBIT EFTTRANSFE AVFUEL	\$29,557.35						
12/30/2020	ACH DEBIT EFTTRANSFE AVFUEL	\$14,947.43						
12/31/2020	ACCOUNT SERVICE FEE RDC MONTHLY FEE	\$75.00						
12/31/2020	ACCOUNT SERVICE FEE TM-POSPAY OR WIRES	\$40.00						
12/31/2020	WIRE TRANSFER FEE	\$15.00						
1/4/2021	ACH DEBIT EFTTRANSFE AVFUEL	\$29,762.77						
1/4/2021	ACH DEBIT CDTFA EPMT CA DEPT TAX FEE	\$326.00						
1/6/2021	ACH DEBIT EFTTRANSFE AVFUEL	\$4,059.42						
1/7/2021	ACH DEBIT PAYROLL PAYCHEX - RCX	\$78,471.58						
1/7/2021	ACH DEBIT GARNISH PAYCHEX CGS	\$48.96						
1/8/2021	ACH DEBIT 1800 CALPERS	\$53,529.70						
1/8/2021	ACH DEBIT TAXES PAYCHEX TPS	\$20,694.01						
1/8/2021	ACH DEBIT EFTTRANSFE AVFUEL	\$14,849.70						
1/8/2021	ACH DEBIT 1800 CALPERS	\$6,338.15						
1/8/2021	ACH DEBIT INVESTMENT DSTRS	\$319.00						
1/8/2021	ACH DEBIT INVOICE PAYCHEX EIB	\$254.80						
1/8/2021	ACH DEBIT INVESTMENT DSTRS, 943111333	\$250.00						
1/11/2021	ACH DEBIT EFTTRANSFE AVFUEL	\$15,366.27						
1/11/2021	ACH DEBIT INVESTMENT DSTRS	\$319.00						
1/11/2021	ACH DEBIT INVESTMENT DSTRS	\$250.00						
1/12/2021	WIRE TRANSFER - PROPERTY PURCHASE	\$51,673.86						
1/12/2021	WIRE TRANSFER - PROPERTY PURCHASE	\$51,290.61						
1/12/2021	WIRE TRANSFER FEE	\$35.00						
1/12/2021	WIRE TRANSFER FEE	\$35.00						
1/12/2021	WIRE TRANSFER FEE	\$15.00						