RESOLUTION - ACTION REQUESTED 2019-439

MEETING: July 23, 2019

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Accept FAA Grant for Airport Apron Rehabilitation

RECOMMENDATION AND JUSTIFICATION:
Accept a FAA Grant in the Amount Not to Exceed $600,000 to Rehabilitate the Airport Apron Pavement, and allow the Director, Public Works & Transportation to Award Construction Contracts, Construction Inspection Agreement and Execute Acceptance Documents between the County and the FAA and Caltrans subject to County Counsel approval as to form..

In an earlier Board item seeking approval to award staff requested that the Board Chair execute the construction agreement but given the fact that all associated agreements must be fully executed by July 31, 2019 in order to maintain the funding authority of the grant staff seeks authority to execute all agreements upon approval as to form by County Counsel.

Annually the County is eligible to receive up to $150,000 in maintenance grants and this represents a number of years of unused allocation which if not obligated by July 31, 2019 would cause funds to be de-obligated by the FAA and lost to the County.

In accordance with Board Resolutions 2019 - 71 and 2019-302 staff has developed a project that will rehabilitate pavement surfaces of the airport apron for which the project scope has been approved by the FAA and Caltrans Division of Aeronautics which is a financial contributor to the overall project funding. Bids for this work have been received and have been found to be fair and reasonable for the specialized work and work environment.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has accepted financial assistance from the FAA in the past in order to accomplish operational improvements at the Airport.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The County would loose this funding opportunity and the money would be deobligated.

FINANCIAL IMPACT:
AGREEMENT FOR CONSULTATION ON CONSTRUCTION PHASE SERVICES FOR THE AIRPORT REHABILITATION PROJECT

THIS AGREEMENT ("Agreement") is made and entered into this 8th day of August, 2019, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Wadell Engineering Corporation, a ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on July 1, 2019 and terminate on December 31, 2019 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform consultation on construction phase services for the airport rehabilitation project as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in lump sum amount of $64,203 and shall not exceed $64,203.

4. INSURANCE

Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO)Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit 4shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto, (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor’s profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provision:

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, the Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
5. HOLD HARMLESS/INDEMNIFICATION

Contractor shall hold harmless, defend and indemnify County and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor’s performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of County.
6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

As Contractor is not County’s employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor’s payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers’ compensation insurance on behalf of Contractor.

9. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.
10. **NOTICE**

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

**CONTRACTOR:**
Wadell Engineering Corporation  
P.O. Box 117370  
Burlingame, CA 94011-7370

**COUNTY:**
Public Works  
4639 Ben Hur Rd.  
Mariposa, CA 95338

11. **COMPLIANCE**

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor’s performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person’s race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

12. **PUBLIC RECORDS ACT**

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

13. **ENTIRE AGREEMENT AND MODIFICATION**

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the Director of Public Works & Transportation. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

14. **ENFORCEABILITY AND SEVERABILITY**

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.
15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon Thirty (30) calendar days’ written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

16. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

17. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney’s fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

18. CAPTIONS

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

19. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word “person” includes corporations, partnerships, firms or associations, wherever the context so requires.
20. **MANDATORY AND PERMISSIVE**

"Shall" is mandatory. "May" is permissive.

21. **SUCCESSORS AND AssignS**

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

22. **COUNTERPARTS**

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. **OTHER DOCUMENTS**

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

24. **CONTROLLING LAW**

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

25. **AUTHORITY**

Each party and each party’s signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

26. **NEGOTIATED AGREEMENT**

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

27. **NO RELIANCE ON REPRESENTATIONS**

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to
this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

28. **WARRANTY**

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release.

29. **FUNDING AVAILABILITY**

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an Agreement amendment to Contractor to reflect the reduced amount.

**Funding Source:**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

[Signature]

Mike Healy, Director
Public Works & Transportation

CONTRACTOR

[Signature]

Wadell Engineering Corporation

7/31/19

APPROVED AS TO LEGAL FORM:

[Signature]

Steven W. Dahlem
County Counsel
EXHIBIT A

PROJECT STATEMENT

PROJECT TITLE: MARIPOSA-YOSEMITE AIRPORT
APRON REHABILITATION CONSTRUCTION PHASE SERVICES

SCOPE OF SERVICES:

The CONSULTANT [Wadell Engineering Corporation] will provide construction phase services for the Mariposa-Yosemite Airport Apron Rehabilitation Construction Project. The services include monitoring the construction project to determine if the construction is in accordance with the plans and specifications, U.S. Department of Transportation FAA, Advisory Circular 150/5370-12B [EXHIBIT B] and the Construction Safety and Phasing Plan (CSPP) [EXHIBIT C] as they pertain to the CONSULTANT’S construction phase services.

The services include organization and attendance at a preconstruction conference; preparation of conference minutes; preparation of a construction management program for material acceptance testing; coordinating the notice to proceed; review and processing of contractor submittals and requests for information; procurement of and acceptance testing sub-consultant; principal engineer site visits for on-site construction observation during critical work periods; office support during construction; review and acceptance of contractor work schedule; review of contractor work relative to plans and specifications; review of quantities and payment requests; preparation of weekly and monthly reports, wage rate interviews, field order and change order processing; final inspection and preparation of record drawings based on contractor furnished as-built submittals, and final engineer’s report. Portions of the Airport Layout Plan will be updated to reflect the new improvements upon completion.

CONSULTANT and OWNER are not responsible for the construction means, methods, techniques, sequences, and safety at the site. The construction contractor has sole responsibility for these activities.

SCHEDULE OF SERVICES:

The construction contractor is allowed a maximum of 50 calendar days for all work. The Construction Phase Services shall be undertaken after the contract award and shall continue until 30 days after final inspection and closeout.
COMPENSATION:

The OWNER agrees to pay COUNSULTANT for services performed under the conditions of this agreement the lump sum fixed price amount of Sixty Four Thousand, Two Hundred and Three Dollars ($64,203) for the Construction Work Phase. The compensation includes reimbursement for all labor, travel, lodging, meals, supplies, field and laboratory testing during the construction phase.
1. **Purpose.**
   This advisory circular (AC) provides information on the planning and oversight of construction projects at airports accomplished under the Federal Aviation Administration’s (FAA) Airport Improvement Program (AIP).

2. **Background.**
   FAA involvement in an AIP project is generally limited to the oversight necessary to protect the federal interests as specified in 31 USC 6304, *Using Grant Agreements*. The FAA has the responsibility to ensure that airport sponsors design and construct projects accomplished under AIP grants in accordance with all applicable federal standards and requirements. The airport sponsor is responsible for all project engineering, including the preparation of plans and specifications, development of the construction safety and phasing plan (CSPP), construction supervision, inspection, and quality assurance testing for acceptability.

3. **Cancellation.**

4. **Application.**
   The Federal Aviation Administration (FAA) recommends the guidance in this AC. In general, use of this AC is not mandatory. However, use of this AC is mandatory for all projects funded with federal grant monies through the AIP. See Grant Assurances No. 11, *Pavement Preventive Maintenance*, and No. 34, *Policies, Standards, and Specifications*.

   FAA Order 5100.38, *Airport Improvement Program Handbook*, provides guidance and sets forth policies and procedures for the administration of the AIP including eligibility and justification requirements.
5. **Principal Changes.**
   This AC contains the following changes:

1. Retitled the AC to better reflect its purpose and reformatted to comply with FAA Order 1320.46, *FAA Advisory Circular System*.
2. Incorporated the information in AC 150/5300-9, *Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects*, into this AC.
3. Incorporated FAA Form 5370-1, *Construction Progress and Inspection Report*, in AC 150/5370-6, *Construction Progress and Inspection Report – Airport Improvement Program (AIP)*, into this AC and added a link to the form.
4. Added minimum requirements for a Construction Management Program (CMP) and added a link to a sample program.

6. **Feedback on this AC.**
   If you have suggestions for improving this AC, you may use the Advisory Circular Feedback form at the end of this AC.

Michael J. O’Donnell
Director of Airport Safety and Standards
Chapter 1. RESPONSIBILITIES

1.1. **Sponsor's Responsibilities.**

The sponsor is responsible for all project engineering, including the preparation of plans and specifications, construction supervision, and inspection and testing for acceptability and quality. If the sponsor does not have the staff or the expertise to perform these services, then the sponsor should retain a consulting engineering firm. The relationship of the consultant with the sponsor must be clearly defined by a written agreement before the start of work.

1.1.1 **Engineering Services.**

A sponsor is required to award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in accordance with the requirements in AC 150/5100-14, *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*. The AC identifies items to be included in a contract for engineering services. The contract must clearly delineate the division of responsibility and authority between the sponsor, the consultant, resident engineer/inspectors, and the quality assurance (QA) testing firm.

1.1.2 **Predesign, Prebid, and Preconstruction Conferences.**

Successful management of construction projects includes coordination with airport users and affected parties before design, and before and during construction. The sponsor should hold predesign and preconstruction conferences to coordinate critical project issues including construction safety and phasing, quality control (QC) and quality assurance (QA), and design and construction reports.

The predesign conference ensures critical coordination discussions occur which may limit conflict in the field during construction operations. This meeting is an important coordination measure to determine the effect of the project on normal airport operations, especially at commercial service airports. This meeting also serves to establish the limits of AIP participation and limit design of work which may be ineligible for AIP participation. This effort may involve separate meetings to facilitate discussion with specific stakeholders.

The prebid conference allows prospective bidders to ask questions about the project that permit bidders to establish a clear understanding of the requirements and necessary level of effort.

A preconstruction conference is critical to allow the sponsor to thoroughly discuss contract matters, airport safety, construction phasing and sequencing, airport security, construction testing and other relevant project matters.

1.1.3 **Construction Safety and Phasing Plans (CSPP).**

AC 150/5370-2, *Operational Safety on Airports During Construction*, outlines the requirements for the CSPP. Operational safety on the airport remains the sponsor's
responsibility at all times. The sponsor must develop and submit CSPPs to the FAA in accordance with AC 150/5370-2 for each on-airfield construction project funded by the AIP or located on an airport certificated under Part 139. The FAA Airports Regional or Airports District Office (ADO) must review and approve or disapprove these CSPPs in writing. The sponsor's certification of plans and specifications does not include the approval of the CSPP.

1.1.4 Supervision and Inspection.
The sponsor must provide and maintain competent technical supervision at the construction site throughout the project to ensure the work conforms to the plans, specifications, and schedules approved by the FAA for the project. Refer to AIP grant Assurance No. 17, Construction Inspection and Approval. The sponsor must provide adequate construction quality assurance inspection for all stages of work. This includes adequate documentation of the quality assurance results and reporting on the contractor's work progress.

1.1.5 Construction Management Program (CMP).
The sponsor must submit a Construction Management Program (CMP) when the paving costs of a project exceed $500,000; however, the sponsor may elect to have a CMP for projects less than $500,000. The pavement construction cost value includes costs of the total pavement (i.e. subgrade, base and subbase courses, and surface course). Minimum requirements for a CMP are given in Appendix A. Refer to Order 5100.38, Airport Improvement Program Handbook, for further eligibility guidance on the CMP.

Note: The CMP is a separate document from the contractor's quality control program required by AC 150/5370-10, Section 100.

1.1.6 Construction Progress Reports.
The airport sponsor has primary responsibility for supervision and inspection of construction work under the AIP. FAA Form 5370-1, Construction Progress and Inspection Report, or a form that provides equivalent information, must be maintained by the sponsor and submitted to the appropriate FAA Airports Regional or ADO upon request. If any problems, delays, or adverse conditions occur that will affect the project, the FAA may require the sponsor to submit an interim report. Use of this form is not mandatory and the sponsor may prepare and use customized forms. A copy of Form 5370-1 is included in Appendix B. Form 5370-1 is available for download at the FAA Airports website: http://www.faa.gov/airports/resources/forms/.

1.1.7 Final Inspection.
The sponsor must conduct a final inspection for construction projects. The ADO has the option to either participate in the final inspection or accept sponsor certification.

1.1.8 Construction Final Report.
The sponsor must submit a final construction report summarizing the quantity and quality of completed construction as required by the grant agreement.
1.1.9 **Sponsor Certification.**

The sponsor has primary responsibility for compliance with AIP requirements. The FAA relies on sponsor self-certification to ensure compliance with select AIP requirements. The FAA's acceptance of a sponsor certification does not preclude the FAA from reviewing appropriate documentation for validating the certification. The use of sponsor certification is limited. The FAA cannot accept sponsor certification for modifications of FAA standards, construction safety and phasing plans, airport layout plans, environmental studies, and Buy American preferences.

1.2. **Engineer’s Responsibilities.**

The basic services normally required for airport development projects include the preliminary design phase, design phase, bidding phase, and construction phase. AC 150/5100-14, *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*, identifies activities normally performed during these phases.

1.2.1 **Design Phases.**

The design phases include all activities required to accomplish a complete project design, including development of plans and specifications. The standards in AC 150/5370-10, *Standards for Specifying Construction of Airports*, relate to materials and methods used in the construction of airports and must be used for projects funded under the AIP. Although these specifications reflect acceptable standards, practices, and techniques in airport construction, they are general in scope. For contract purposes, the various permissible options with regard to local materials, methods, and testing must be defined in the contract documents. The minimum testing frequency for quality assurance (QA) and quality control (QC) must be specified in the project specifications.

1.2.2 **Construction Phase.**

The construction phase includes all activities required after the award of a construction contract. The basic services of an engineering agreement normally include periodic inspection of the work in progress by the design engineer. Special services of an engineering agreement will address the requirements for inspection and quality assurance testing for each project.

1.3. **FAA Program/Project Manager’s Responsibilities.**

The FAA program/project manager has the responsibility to monitor the project to ensure the terms and conditions of the grant agreement are met, to maintain a broad overview of the construction to be reasonably certain the work is accomplished in accordance with the plans and specifications, and to evaluate the adequacy of the sponsor’s construction inspection and oversight. FAA project oversight does not relieve the sponsor of responsibility to ensure adequate supervision and inspection during all stages of the work and that the work is in conformance with the plans and specifications. The FAA program/project manager oversight responsibilities are outlined in Order 5100.38, *Airport Improvement Program Handbook.*
The FAA Airports Regional or ADO should ensure that appropriate FAA offices (Air Traffic, Flight Standards, etc.), military installations, and Federal agencies that may have an interest in a project are notified of all project activities, i.e. predesign, prebid, preconstruction, CSPP, etc.
Chapter 2. PREDESIGN, PREBID, AND PRE-CONSTRUCTION CONFERENCES

2.1. Predesign Conference.

2.1.1 Purpose.
A predesign conference, conducted by the sponsor or their authorized agent, is used to discuss items including, but not limited to, critical design parameters, airport safety during construction, phasing of construction operations, and environmental considerations. Possible conflicts between construction activities and the operation of the airport should be resolved at this meeting.

2.1.2 Timing.
The optimum time to hold a predesign conference is early in the preliminary design process. Allow sufficient time to notify all parties that could be affected by the project. A minimum of 10 working days advance notice is recommended.

2.1.3 Participants.
The participants will vary according to the scope of the project, the size of the airport, and the effect the proposed construction will have on airport operations. Typically, the FAA program/project manager and FAA Airport Certification Inspector should participate at all airports certified under Title 14, Code of Federal Regulations (CFR), Part 139, Certification of Airports. Other participants including, but not limited to, airline and airport industry representatives; and fixed base operators (FBO) may attend.

2.1.4 Agenda Items.
The sponsor should prepare an agenda of items to be discussed at the predesign conference. Appendix C contains a list of typical items. This list is not all-inclusive, and items may be added or deleted, as necessary.

2.2. Prebid Conference.

2.2.1 Purpose.
The sponsor and their engineer should consider conducting a prebid conference for large projects, projects with unique features, or as required to meet local procurement requirements. The prebid conference should explain contract requirements for construction methods and procedures, construction safety and phasing requirements, and the procurement process including, but not limited to, Disadvantage Business Enterprise (DBE), bonding, subcontracting, and labor. The notice to bidders for the prebid conference will be made in accordance with local procurement requirements.

2.2.2 Timing.
The optimum time to hold a prebid conference is a minimum of 10 working days before the bid opening date.
2.2.3 Participants.
The participants should normally include prospective bidders, subcontractors, and material suppliers. FAA participation is not required.

2.2.4 Agenda Items.
Typical agenda items include unusual features of the project; explanation of the contract requirements and construction methods and procedures; discussion of construction safety and phasing requirements; and review of the federal/state/local procurement process.

2.3 Preconstruction Conference.

2.3.1 Purpose.
The preconstruction conference is convened and conducted by the sponsor or their authorized agent. The primary purpose of the conference is to thoroughly discuss critical project issues such as contract requirements, operational safety, construction phasing and sequencing, airport security, quality control, quality acceptance testing, labor requirements, EEO obligations, DBE requirements and other pertinent project matters. The engineer must tailor the agenda for each conference to address the unique and/or complex issues specific to their project.

2.3.2 Timing.
The optimum time to hold a preconstruction conference is as soon as practicable after the contract has been awarded and before issuance of the notice to proceed (NTP). Sufficient time should be allowed to notify all parties. A minimum of 10 working days advance notice is recommended.

2.3.3 Participants.
The participants will vary according to the size and type of airport and the potential effect the proposed construction will have on the operation of the airport. Typically, the preconstruction conference includes, but is not limited to, the sponsor, their engineer, airport management, FAA Region/ADO and local FAA Air Traffic Organization (ATO) representatives, QA/QC testing laboratories, key contractor and subcontractor personnel, airline and industry representatives, FBOs, affected utilities owners, and affected tenants.

2.3.4 Agenda Items.
Appendix D contains typical agenda items. This list is not all inclusive and items may be added or deleted, as necessary.
APPENDIX A. MINIMUM REQUIREMENTS FOR CONSTRUCTION MANAGEMENT PROGRAMS (CMP)

A.1 Construction Management Program (CMP).

A sponsor must submit a construction management program to the FAA Airports Regional or Airports District Office prior to the start of construction for projects with a total pavement construction contract value over $500,000; however, the sponsor may elect to have a CMP for projects less than $500,000. The pavement construction contract value is calculated by totaling the costs of the total pavement structure (including subgrade, base and subbase courses, and surface course). When construction of a project requiring a construction management program is complete, the sponsor must submit a summary of the test results and the disposition of any problem test results. The FAA Regional or Airports District Office also has the option to require the sponsor to provide a CMP for pavement projects less than $500,000. The sponsor must refer to the AIP grant agreement for specific project requirements.

A.2 Prior to the start of construction, the sponsor must furnish to the FAA a construction management program that details the measures and procedures to be used to comply with the quality assurance provisions of the construction contract, including, but not limited to, all quality assurance provisions and tests required by the federal specifications. The program must include as a minimum:

1. The name of the person representing the sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.

2. Names of testing laboratories and consulting engineer firms with quality assurance responsibilities on the project, together with a description of the services to be provided.

3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (ASTM D3666, ASTM C1077).

4. Qualifications of engineering supervision and construction inspection personnel.

5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria permitted for each type of test.

6. Procedures for ensuring the tests are taken in accordance with the program, they are documented daily, and proper corrective actions, where necessary, are undertaken. At the completion of the project, the sponsor must submit a final test and quality assurance report summarizing the results of all tests performed, highlighting those tests indicating failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality assurance report must be submitted if requested by the FAA.

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![Construction Progress and Inspection Report](image.png)

**APPENDIX B. FAA FORM 5370-1, CONSTRUCTION PROGRESS AND INSPECTION REPORT**

**U.S. Department of Transportation**
Federal Aviation Administration

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**Airport Name**

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1. **Contract Time**

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<th>Last Working Day Charged (Date)</th>
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2. **Brief Weather Summary**

   This Period, including Approximate Rainfall and Periods of Below Freezing Temperature

   *On earthwork jobs, include soil conditions.*

3. **Rough Estimate of Percent Completion**

   To Date of Construction Phase. Include items such as clearing, grading, drainage, base, surface, lighting, etc.

4. **Work Completed or In Progress this Period**

5a. **Summary of Laboratory and Field Testing**

   This Period. (Note failing tests and any retests. Summarize out-of-tolerance.)

5b. **Material**

   (Identify material subject to pay reduction.)

6. **Description of Anticipated Work**

   By Contractor for Next Period

7. **Problem Areas/Other Comments**

   (Include revisions to plans and specifications approved or denied, delays, difficulties, etc. and actions taken.)

**SPONSOR'S INSPECTOR OR REPRESENTATIVE**

<table>
<thead>
<tr>
<th>Date</th>
<th>Typed or Printed Name and Title</th>
<th>Signature</th>
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FAA Form 5370-1 (4/15) SUPERCEDES PREVIOUS EDITION
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APPENDIX C. SAMPLE AGENDA ITEMS FOR A PREDESIGN CONFERENCE

This list is not all inclusive and may be modified as necessary.

1. Design Phase.
   - Scope of work and design parameters peculiar to the project, including items such as design aircraft, local conditions and materials, use of recycled materials, design options, use of FAA standards, and materials furnished by others.
   - Review the airport layout plan (ALP) and the scope of project in the airport capital improvement plan (ACIP).
   - Funding.
   - Discussion of engineering fees.
   - Reimbursable agreements (FAA owned NAVAIDS).
   - Identification and impacts to existing NAVAIDs and instrument approach procedures.
   - Flight check requirements.
   - Airspace requirements.
   - DBE requirements.
   - Federal wage rates.
   - FAA contract provisions.
   - Buy American requirements.
   - Construction Management Program (CMP) requirements.
   - Plan and specification review.
   - SMS and ATC coordination.
   - AGIS requirements.
   - Identification and location of underground utilities within project limits.
   - Requirements for the engineer's report.
   - List of applicable design standards.
   - Development of the construction safety and phasing plans (CSPP).

   - Pavement design and alternatives with supporting geotechnical reports and FAARFIELD structural analysis.
   - Drainage design.
   - Lighting design.
   - Pavement marking and airfield signage.
   - Environmental considerations including stormwater management.
   - Modifications to design standards and construction specifications.
   - Description of non-federally funded work to be included in the contract.
   - Engineer's estimate of construction contract cost.
   - Project budget and schedule.
   - Other.

2. Construction Phase.
   - Sequence of construction phases and any necessary special routing of aircraft considering airline schedules.
   - Work limits.
   - Time needed for clearance of runway, taxiway, or apron by construction equipment prior to reopening.
   - Notification of schedule changes.
   - Airport operations area security concerns.

3. Operational Safety.
   - Development of the CSPP in accordance with AC 150/5370-2 and incorporation into the plans and specifications.
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APPENDIX D. SAMPLE AGENDA ITEMS FOR PRECONSTRUCTION CONFERENCE

This list is not all inclusive and may be modified as necessary.

1. Identify main points of contact.
   - Owner, owner's representative, contractor, superintendent, resident engineer, etc.
   - Identify roles and responsibilities.
   - Discuss authority of engineer.
   - Relationship between FAA and sponsor.

2. Scope of Work.
   - Include general plan or chart to depict proposed work.
   - Proposed schedule of work.
   - Identify construction phasing concerns.

3. Notice-To-Proceed. Contingent upon:
   - Execution of grant agreement.
   - Execution of contract and required bonds.
   - Sponsor acceptance of DBE participation.
   - FAA approval of waiver to Buy American preferences (if applicable).
   - FAA approval of construction management program.

4. Operational Safety and Security:
   - Safety plan compliance document.
   - Delineation of construction limits.
   - Runway and taxiway safety area limits (open trenches, drop offs, irregular surfaces).
   - Potential impacts to airport operations.
   - Operational safety requirements of approved CSPP (AC 150/5370-2).
   - Vehicular operation within the airport operations area with emphasis on runway incursions.
   - Staging area location and haul route limitations.
   - Stockpile limitations and Part 77 notification (FAA Form 7460-1, Notice of Proposed Construction or Alteration).
   - Equipment heights and Part 77 notification (FAA Form 7460-1).
   - Foreign Object Debris (FOD) control (windblown and tracked-on).
   - Temporary markings and barricades.
   - Airfield security requirements.
   - Non-compliance consequences (Removal, suspension of work, etc.).

5. Part 139 issues.
   - Vehicle operator/pedestrian training.
   - Impacts to airport rescue and fire fighting (ARFF) operations and response time.

6. NOTAMS.
   - Airport operator issued Notice to Airmen (NOTAMs).
   - Facility outages: 7-day advance notification to FAA Technical Operations.
   - Procedure NOTAMs: Cannot be issued by Flight Service Station. Contact project manager 7 days prior.

   - FAA facility outages: 7 day advance notice required.
   - Location of buried cables.

   - Identify contractor's and sponsor's laboratory.
   - Acceptance testing versus quality control testing.
   - Test reports, record keeping, daily diary.

9. Project Submittals. Approval based upon:
   - Technical requirements.
   - Approved lighting equipment (Appendix 3 of AC 150/5345-53, Airport Lighting Equipment Certification Program).

10. Labor Requirements.
    - Davis Bacon wage rates (Must be posted on conspicuous project board).
    - Labor poster (Must be posted prior to start of work).
    - Submittal of payrolls.
    - Wage rate interviews.

    - Advise contractor that project is subject to the equal employment opportunity (EEO) clause.
    - EEO posted notices must be posted prior to start of work.
    - Sponsor monitoring of DBE.
    - DBE fraud indicators.

    - Refer to region guidance.
    - Sponsor may not seek reimbursement for change order work until FAA approves AIP participation in the change order.

    - Locating.
    - Protection of FAA cables.

    - Storm water permitting.

15. Waste Disposal.
Advisory Circular Feedback

If you find an error in this AC, have recommendations for improving it, or have suggestions for new items/subjects to be added, you may let us know by (1) mailing this form to:

Federal Aviation Administration
Airport Engineering Division (AAS-100)
800 Independence Avenue SW
Washington, DC 20591

or (2) faxing it to the attention of Manager, Airport Engineering Division (AAS-100), (202) 267-3688.

Subject: AC 150/5370-12B, Quality Management for Federally Funded Airport Construction Projects  Date: ____________________________

Please check all appropriate line items:

☐ An error (procedural or typographical) has been noted in paragraph _________________ on page _________________.

☐ Recommend paragraph _______________ on page _______________ be changed as follows:

________________________________________________________________________

________________________________________________________________________

☐ In a future change to this AC, please cover the following subject:
(Briefly describe what you want added.)

________________________________________________________________________

________________________________________________________________________

☐ Other comments:

________________________________________________________________________

________________________________________________________________________

☐ I would like to discuss the above. Please contact me at (phone number, email address).

Submitted by: ____________________________  Date: ____________________________
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**EXHIBIT 1: CONSTRUCTION SAFETY AND PHASING PLAN**

**EXHIBIT 2: CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST**

FAA CHECKLIST SOP 1.00
INTRODUCTION

The County of Mariposa, with Federal assistance from the Federal Aviation Administration under the Airport Improvement Program (AIP), proposes a west apron rehabilitation of approximately 10,578 SY. The project includes the removal of the old tiedown anchors, milling of old pavement, compaction, and repaving with FAA P-403 asphalt followed by paint markings.

The Sponsor will require all parties involved with this project to comply with the Federal Aviation Administration requirements regarding safety and phasing of construction projects on airports during the construction of this project.

The purpose of this Construction Safety and Phasing Plan (CSPP) is to provide the contractor and project manager guidance for compliance with Federal Aviation Administration rules and regulations and associated requirements of the County of Mariposa with regards to access onto the Mariposa-Yosemite Airport during the construction of the apron project.

Prior to issuance of Notice to Proceed, the Contractor will prepare a Safety Plan Compliance Document (SPCD) specifically for this project, furnish the SPCD to the Engineer, and obtain Engineer’s approval of the document.

This Construction Safety and Phasing Plan is based on the guidance of FAA Advisory Circular 150/5370-2G, “Operational Safety on Airports During Construction.”

The Checklist for FAA CSPP Review is included in this CSPP. The Contractor will address all items checked on this list in his/her Safety Plan Compliance Document (SPCD) submitted prior to beginning work on this project.

1. COORDINATION

Progress Meetings

Preconstruction Conference: This conference will be conducted as soon as practicable after the contract has been awarded and before issuance of notice to proceed. The purpose will include discussion of the work and requirements for safety during each phase or aspect of the work. The participants to be invited include the Design Engineer, Resident Engineer, Airport Management, testing laboratory representative, Contractor and
subcontracts, Contractor's project superintendent, airport users, utility companies affected by the proposed construction, Federal, State or local agencies affected by the proposed construction, and the Program Manager of the FAA Airports District Office, as applicable.

Weekly Meetings: Weekly progress meetings will be held at the airport. Operational safety will be a standing agenda item for discussion during weekly progress meetings throughout the construction of this project. The Contractor will present an updated progress report for the total work and a two-week look-ahead schedule. The participants will include the Resident Engineer, Airport Management, testing laboratory representative, Contractor's project superintendent, and subcontractors.

Scope or Schedule Changes

Changes in the scope or duration of the project may necessitate revisions to the CSPP. These revisions will be submitted for review and approval by the Airport and the FAA. None are expected for this limited apron rehabilitation project.

FAA ATO Coordination

There is no Air Traffic Control Tower at the Mariposa-Yosemite Airport.

2. PHASING

There are thirty calendar days allowed for completion of this project. An additional 20 calendar days are allowed for asphalt pavement curing time prior to painting. The scope of work included in this project is as follows:

Apron Rehabilitation (10,578 SY)

Phasing Elements

The scope and phasing of the project is shown on the Construction Safety and Phasing Plan Drawing, Exhibit 1.

The project includes the removal of the old tiedown anchors, milling of old pavement, compaction, and repaving with FAA P-403 asphalt, followed by paint markings. All work is within a barricaded work area separated from other taxiways and aprons. The runway and parallel taxiway will be open during construction.

All equipment staging and parking, barricade locations and travel routes will be coordinated with the Airport Manager prior to start of work.

The Contractor will provide a detailed construction schedule for all work phases.
Construction Safety Drawing

The Construction Safety and Phasing Plan (CSPP) drawing is included as part of this plan as Exhibit 1.

3. AREAS AND OPERATIONS AFFECTED BY THE CONSTRUCTION ACTIVITY

Identification of Affected Areas

All areas affected by the construction activity in this project are shown on the Construction Safety and Phasing Plan Drawing, Exhibit 1. Identified on this drawing are barricading of work areas and access routes.

Mitigation of Effects

It is necessary to maintain the safety and efficiency of airport operations during construction operations. The establishment of the following procedures will be required:

(1) Filing of NOTAMs and Airport Operations information for users. The work is clear of runway and taxiway areas, since it is an isolated apron project.

Aircraft operations on the airport must always be maintained in all areas except those in or adjacent to the subject apron.

(2) Modifications to Aircraft Operation: None are required, since the work is within a confined barricaded area.

(3) Detours for ARFF and Other Airport Vehicles: There are no ARFF or other vehicles.

(4) Maintenance of Essential Utilities and Underground Infrastructure:

Utilities and underground infrastructure that will be affected by this project will be water mains and monitoring wells. It will be necessary during construction of this project to protect these utilities. If one of the existing water utility lines is damaged, specifications require the Contractor to immediately repair it at his/her cost and to reimburse the Airport for damages due to shut down.

(5) Temporary Changes to Air Traffic Control Procedures.

Mariposa-Yosemite Airport does not have an Air Traffic Control Tower. Prior to any construction a NOTAM will be issued identifying the apron closure and time of closure.
4. NAVAlDs

There are no navigational aids (NAVAIDs) existing on this airport that will be affected by the construction of this apron project.

5. CONTRACTOR ACTIVITY

The Contractor will be allowed to temporarily stockpile materials and equipment and supplies in the Contractor’s Area shown on the CSPP Drawing. All temporarily stockpiled materials will be removed prior to completion of the project and any damage to the pavements caused by the Contractor will be repaired at the Contractor’s expense. The Contractor will be responsible for maintaining the security, safety, and cleanliness of his/her storage and work areas at all times.

All material from the pavement removal operation and any excess unclassified excavation will be hauled off airport to the County Landfill.

Contractor will be responsible for maintaining the security, safety, cleanliness of the Contractor’s Area at all times. All haul roads will be kept broom clean.

Vehicle and Pedestrian Operations

It is critical that all pedestrians and vehicles are prevented from unauthorized entry to the Air Operations Area (AOA). The Construction Safety and Phasing Plan, Exhibit 1, clearly delineates the designated access and haul routes, employee parking areas, and construction equipment parking areas. Contractor’s personnel and equipment will be limited to the construction areas, parking areas, and haul routes shown on the CSPP Drawing.

Contractor’s vehicles and equipment will include a flag on a staff attached to the vehicle so that the flag will be readily visible. The flag will be at least a 3-foot by 3-foot square having a checkered pattern of international orange and white squares at least 1 foot on each side. During periods of low visibility Contractor vehicles and equipment will be equipped with a yellow flashing light mounted on the uppermost part of the vehicle structure.

Contractor vehicles will not be allowed outside of the work area, as there is no need to be on the airside.

Radio Communications

No radios are required, as the work is in a confined apron area away from the active runway.

Airport Security
There is a security fence and gates around most of the property of this airport. Only Contractor and subcontractor employees will be permitted in the work sites. They will be required to enter and exit the airport areas restricted to public access and airport operations area only through the single access gate. The gate used by the Contractor will remain closed at all times except when authorized equipment is entering the airport or gate is continuously guarded to keep unauthorized personnel and wildlife from entering the airport.

6. WILDLIFE MANAGEMENT

The airport is fenced with a perimeter fence and security gates. The gates used by the Contractor will remain closed at all times except when in use or guarded as stated in Article 5 of this CSPP.

Care will be taken to prevent inadvertent incidents of wildlife hazards by ensuring access gates are properly secured to prevent wildlife entry.

The Contractor will carefully control and continuously remove waste or loose materials that might attract wildlife and be aware of and avoid construction activities that might attract wildlife such as:

Trash – Food scraps will be collected from construction personnel activity. Standing water Disruption of existing wildlife habitat. Open Trenches, Excavation, and Materials and Equipment Stockpiles Poorly maintained fencing and gates

Should the Contractor encounter wildlife on the airport, he/she will immediately notify Airport Management.

7. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT

The Contractor will not be allowed to leave or place foreign object debris (FOD) on or near active aircraft movement areas and will be required to control and monitor FOD. Materials tracked onto these areas will be continuously removed during the construction project by broom sweeping. Ground vehicle tires will be inspected daily to ensure they are not tracking FOD onto the airfield or roadway pavements. Daily inspections of these aircraft movement areas will be made by the Resident Engineer as discussed in Article 10 of this CSPP.

The Contractor will maintain the haul road on paved surfaces clear of debris at all times.

8. HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT

The Contractor will be required to manage and contain any hazardous materials (HAZMAT) on the airport. Contractors operating construction vehicles and equipment on the airport must be prepared to expeditiously contain and clean up spills resulting from
fuel or hydraulic fluid leaks. The Contractor will refrain from topping off vehicle fuel tanks and have sorbent materials available in the fueling area for when small spills occur.

It is not anticipated that there will be any hazardous materials used or encountered during the construction of this project. The Contractor will be required to keep Material Safety Data Sheets (MSDS) available for inspection for all materials delivered to the airport.

9. NOTIFICATION OF CONSTRUCTION ACTIVITIES

List of Responsible Representatives

It will be necessary to keep the following people totally informed of the construction operations at the Mariposa-Yosemite Airport.

**Sponsor:** Gary Brown, County Engineer ...................................................(209) 966-5356

**F.A.A.** Ron Bianco, Program Manager ...................................................(650) 827-7626

**Resident Engineer** Robert P. Wadell, P.E. Airport Engineer ...............(650) 533-3455

At the start of construction, the Contractor will be required to provide the Resident Engineer with the names, telephone numbers, cell phone numbers, and e-mail addresses of all Contractor personnel that are responsible for on-call 24/7 services if necessary.

**NOTAMs**

The Airport Management will issue Notices to Airmen (NOTAMs) as required accurately describing current airport conditions and contractor operations. This will be coordinated with tenants of the airport. The County Engineer will be responsible for issuing, maintaining, and canceling NOTAMs.

NOTAMs will be issued clearly identifying where the construction work is being performed and during which periods.

**Emergency Notifications**

In case of emergency during the construction of this project, Contractor will notify one or more of the following:

Fire/Police/Ambulance .................................................................Call 911

**Coordination with ARFF Personnel**

There are no ARFF Personnel. The Contractor will be required to notify the Airport and/or Mariposa Fire Department if any water lines or fire hydrants are damaged or deactivated.
The Contractor will notify the Airport if there are any blocked or rerouted emergency access routes or if hazardous materials will be used on the airfield.

**Notification to the FAA**

*Part 77.* The Contractor will coordinate with the Resident Engineer who will file a 7460-1 form with the F.A.A. Airports District Office in Brisbane if any construction equipment (i.e. cranes, graders, other equipment) affects navigable airspace as defined in FAR Part 77.

**NAVAIDS.** None on the airport.

**10. INSPECTION REQUIREMENTS**

The Sponsor will provide an inspector to ensure that all Contractor operations comply with all requirements of the plans, specifications, and this Safety Plan. It will be his/her duty to inspect materials and workmanship of the work under instructions of the Airport or Engineer and to report any and all deviations from the Drawing, Specifications, and other Contract provisions that may come to his/her notice. The inspector will have the right to order the work entrusted to his/her supervision immediately stopped, if in his/her opinion such action becomes necessary, until the Airport or Engineer is notified and has determined and ordered that the work may proceed in due fulfillment of all Contract requirements.

(a) *Daily Inspections.* Daily inspections will be conducted to ensure conformance with the CSPP. Exhibit 2 of this CSPP includes a Construction Project Daily Safety Inspection Checklist for this purpose.

(b) *Final Inspections.* Whenever an area on the airport is reopened for aircraft operations, an inspection will be conducted to assure compliance with the plans, specifications, and CSPP. At the end of the project a final inspection will be held by the Resident Engineer, the Airport Management, and the Federal Aviation Administration to assure all components of the project comply with the plans, specifications, and CSPP.

**11. UNDERGROUND UTILITIES**

Not less than two full working days prior to performing any excavation, the Contractor will be required to notify Underground Service Alert (USA) by calling 811. The location of the subsurface installations will be in accordance with Sections 4216 and 4217 of the Government Code, as latest amended. No excavation will be performed until the subsurface installations have been located, hand-excavated and identified. The Contractor will update the location of the subsurface installations in the proposed work area every 14 calendar days, as required.

In case of accidental utility disruption, utilities owners’ contacts and telephone numbers are included below:
County of Mariposa Public Works (Water Service)...........................(209) 966-5356

Refer to Article 9 of this CSPP for procedures for contacting ARFF and FAA in case of interruption of water service and NAVAIDs, respectively.

12. PENALTIES

If in the opinion of Airport Management or the Resident Engineer, the Contractor's employees or subcontractors are in violation of the airport's rules and regulations, including this CSPP, is of sufficient magnitude as to cause danger to life and property, the Resident Engineer shall have the right to stop all work on this contract for a period of forty-eight (48) hours as a contractual penalty.

Any vehicle operator who willfully violates the CSPP will be requested, through the Contractor, to leave the job site.

13. SPECIAL CONDITIONS

Some special conditions may trigger specific safety mitigation actions outlined in this CSPP. These may include low visibility operations, aircraft in distress, aircraft accident, security breach, Vehicle/Pedestrian Deviations (VPD), and other activities requiring construction suspension/resumption. The Airport Management will inform the Contractor of these circumstances if they occur. Such activity is unlikely, since the work is within the terminal aprons and away from operational areas. The Contractor will not be working within safety areas.

Contractor will be responsible for dust and erosion control during the construction of this project.

14. RUNWAY AND TAXIWAY VISUAL AIDS

There exist on the airport runway and taxiway marking, runway and taxiway lights and signs, and visual aids. Areas where aircraft will be operating are clearly and visibly separated from construction areas. Throughout the duration of the construction project, these areas will remain clearly marked and visible at all times.

The apron project is far away from the runway and visual aids. As such, there will be no impact.

15. MARKING AND SIGNS FOR ACCESS ROUTES

The access route is the public access road to the terminal and apron. It is closed by a card actuated gate. No special marking and signs are needed, other than those directing the contractor and personnel to their work and parking areas.
16. HAZARD MARKING AND LIGHTING

The airport will be open during the construction of this project. Contractor will erect and maintain hazard marking and lighting in the form of suitable lighted barricades, properly marked and lighted, at the boundary of the work area to keep aircraft from entering the Contractor's work area and to keep Contractor's personnel and equipment from occupying any of the areas open for aircraft operation. All required barricades will be placed prior to the start of construction and removed when construction of the project is complete. The locations and details of barricades to be placed in this project are shown on the Construction Safety and Phasing Plan, Exhibit 1.

The barricades will be plastic water-filled lighted barricades as shown on the Construction Safety and Phasing Plan. Each barricade will have two solar-powered lights with red lenses each controlled by photocells such that they are on continuous at night and off by day. Maximum spacing between barricades will be four (4) feet. Spacing will be such that a breach is physically prevented barring a deliberate act. Barricades will have alternate orange and white diagonal striping. The barricades will be supplemented with signs such as "No Entry" and/or "No Vehicles," as necessary. All barricades will be removed at the completion of the contract.

17. PROTECTION OF RUNWAY AND TAXIWAY SAFETY AREAS

The work site is in the terminal area away from the runway safety area (RSA). The edge of the work is in the taxiway safety area (TSA) and is protected by low water filled barricades.

The TSA on active taxiways will be:

a. Cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations.

b. Drained by grading to prevent water accumulation.

c. Capable under dry conditions of supporting construction and maintenance equipment, aircraft rescue, fire-fighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

d. Free of objects, except for objects that need to be in the TSA because of their functions. These objects will be constructed on low impact resistant supports (frangible mounted structures) to the lowest practical height with the frangible point no higher than 3 inches above finished grade.

No construction may occur within a taxiway OFA while the taxiway is open for aircraft operations except as provided in Advisory Circular 150/5370-2G.
18 OTHER LIMITATIONS ON CONSTRUCTION

Additional limitations on construction including but are not limited to:

a. No use of equipment taller than 25 feet (cranes, concrete pumps, and so on) unless a 7460-1 determination letter is issued for each piece of equipment.

b. No use of open flame welding or torches unless fire safety precautions are provided, and the airport operator has approved their use.

c. No use of electrical blasting caps on or within 1,000 feet of the airport property or use of flare pots within the air operations area.
**Exhibit 2. Construction Project Daily Safety Inspection Checklist**

**Mariposa-Yosemite Airport Apron Rehabilitation Project**

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovered holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. The list below is one tool that the airport operator or contractor may use to aid in identifying and correcting potentially hazardous conditions. It should be customized as appropriate for each project.

**Potentially Hazardous Conditions**

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<tr>
<th>Item</th>
<th>Action Required</th>
<th>None</th>
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<tr>
<td>Excavation adjacent to runways, taxiways, and aprons improperly backfilled</td>
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<tr>
<td>Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.</td>
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<tr>
<td>Runway resurfacing projects resulting in lips exceeding 3 inch (7.6 cm) from pavement edges and ends.</td>
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<tr>
<td>Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ.</td>
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<tr>
<td>Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.</td>
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</tr>
<tr>
<td>Tall and especially relatively low visibility units (that is, equipment with slim profiles) — cranes, drills, and similar objects — located in critical areas, such as OFZ and 12/13/2017 AC 150/5370-2G Appendix D D-2 Item Action Required (Describe) No Action Required (Check) approach zones.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wildlife attractants—such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water—on or near airports.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Failure to issue, cancel, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway/taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Restrictions on ARFF access from fire stations to the runway/taxiway system or airport buildings.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lack of radio communications with construction vehicles in airport movement areas.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that can be distracting, confusing, or alarming to pilots during aircraft operations.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.</td>
<td></td>
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</tr>
<tr>
<td>Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site burning, which can cause possible obscuration.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction work taking place outside of designated work areas and out of phase.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX F. CHECKLIST FOR FAA CSPP REVIEW

This checklist provides the Project Manager (PM) and the Airport Certification Safety Inspector (ACSI) a useful tool when reviewing a Sponsor’s CSPP for conformance to the standards present within AC 150/5370-2. A completed CSPP checklist is not a required grant document.

For projects funded under the AIP and PFC programs, the FAA Project Manager’s issuance of an approval or non-approval letter represents the official documentation that the FAA has conducted a review of CSPP that confirms conformance to the requirements of AC 150/5370-2. The completion of this checklist is not a required AIP or PFC record.
F.1. Checklist for FAA CSPP Review

Airport Name: Mariposa-Yosemite Airport

Associate City: Mariposa, CA

Project No. 3-06-0147-014-2018

F.1.1. AC 150/5370-2F

This checklist identifies the main elements and sub-elements established under Section 2, Chapter 2 of Advisory Circular 150/5370-2F. Project Managers (PM) are encouraged to use this checklist as an aid when reviewing a Sponsor's CSPP for conformance to the safety standards. Because the PM's approval/disapproval letter represents the official FAA action, a completed checklist is not a required record the PM must sign or archive in the grant file.

<table>
<thead>
<tr>
<th>CSPP Element</th>
<th>Element Addressed?</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Coordination (Section 205)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Contractor Progress Meetings</td>
<td>✗</td>
<td></td>
</tr>
<tr>
<td>- Addresses necessary actions when changes are proposed to CSPP</td>
<td>✗</td>
<td></td>
</tr>
<tr>
<td>- Provisions for FAA ATO Coordination</td>
<td>✗</td>
<td></td>
</tr>
<tr>
<td><strong>Phasing (Section 206)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Phase Elements</td>
<td>✗</td>
<td></td>
</tr>
<tr>
<td>- Construction Safety Drawings</td>
<td>✗</td>
<td></td>
</tr>
<tr>
<td><strong>Area and Operations Affected by Construction Activity (Section 207)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Identification of affected Areas</td>
<td>✗</td>
<td></td>
</tr>
<tr>
<td>- Mitigation Affects</td>
<td>✗</td>
<td></td>
</tr>
<tr>
<td><strong>Navigation Aid Protection (Section 208)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Operational NAVAID Critical areas</td>
<td>✗</td>
<td></td>
</tr>
<tr>
<td><strong>Contractor Access (Section 209)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Location of Stockpiles Construction Material</td>
<td>✗</td>
<td></td>
</tr>
<tr>
<td>- Vehicle and Pedestrian Operations</td>
<td>✗</td>
<td></td>
</tr>
<tr>
<td><strong>Wildlife Management (Section 210)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Trash</td>
<td>✗</td>
<td></td>
</tr>
<tr>
<td>- Standing Water</td>
<td>✗</td>
<td></td>
</tr>
<tr>
<td>- Tall Grass</td>
<td>✗</td>
<td></td>
</tr>
<tr>
<td>- Fencing and Gates</td>
<td>✗</td>
<td></td>
</tr>
<tr>
<td>- Disruption of Wildlife Habitat</td>
<td>✗</td>
<td></td>
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<tr>
<td><strong>Foreign Object Debris (Section 211)</strong></td>
<td></td>
<td></td>
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<tr>
<td>- FOD Control Measures</td>
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<tr>
<td>CSPP Element</td>
<td>Element Addressed?</td>
<td>Remarks</td>
</tr>
<tr>
<td>------------------------------------------------------------------------------</td>
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<td>---------</td>
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<tr>
<td>Hazardous Material Management (Section 212)</td>
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<td></td>
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<tr>
<td>- Hazardous Material Controls</td>
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<tr>
<td>Notification of Construction Activities (Section 213)</td>
<td></td>
<td></td>
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<tr>
<td>- List of Responsible Representatives</td>
<td>×</td>
<td></td>
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<tr>
<td>- NOTAMs</td>
<td>×</td>
<td></td>
</tr>
<tr>
<td>- Emergency Notification Procedures</td>
<td>×</td>
<td></td>
</tr>
<tr>
<td>- Coordination with ARFF</td>
<td>×</td>
<td></td>
</tr>
<tr>
<td>- Notification to the FAA (Part 77, NAVAILDs…)</td>
<td>×</td>
<td></td>
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<tr>
<td>Inspection Requirements (Section 214)</td>
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<td></td>
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<tr>
<td>- Daily Inspections</td>
<td>×</td>
<td></td>
</tr>
<tr>
<td>- Final Inspections</td>
<td>×</td>
<td></td>
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<tr>
<td>Underground Utilities (Section 215)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Procedures for protecting existing underground utilities</td>
<td>×</td>
<td></td>
</tr>
<tr>
<td>Penalties (Section 216)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Penalty provisions for noncompliance with safety plan provisions</td>
<td>×</td>
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</tr>
<tr>
<td>Special Conditions (Section 217)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Unique conditions that may affect the operation of the airport</td>
<td>×</td>
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</tr>
<tr>
<td>Runway and Taxiway Visual Aids (Section 218)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- General – Convey Clear Meaning; Secured from movement; Frangible</td>
<td>×</td>
<td></td>
</tr>
<tr>
<td>- Markings</td>
<td>×</td>
<td></td>
</tr>
<tr>
<td>- Lighting and Visual NAVAILDs</td>
<td>×</td>
<td></td>
</tr>
<tr>
<td>- Signage</td>
<td>×</td>
<td></td>
</tr>
<tr>
<td>Access Routes - Marking and Signage (Section 219)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Haul Road Demarcation</td>
<td>×</td>
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</tr>
<tr>
<td>Hazard Marking, Lighting and Signage (Section 220)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Areas Impacted by Construction Operations</td>
<td>×</td>
<td></td>
</tr>
<tr>
<td>- Equipment</td>
<td>×</td>
<td></td>
</tr>
<tr>
<td>Protection Runway and Taxiway Areas, Zones and Surfaces (Section 221)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Runway Safety Area (RSA)</td>
<td>×</td>
<td></td>
</tr>
<tr>
<td>- Runway Object Free Area (ROFA)</td>
<td>×</td>
<td></td>
</tr>
<tr>
<td>- Taxiway Safety Area (TSA)</td>
<td>×</td>
<td></td>
</tr>
<tr>
<td>- Taxiway Object Free Area (TOFA)</td>
<td>×</td>
<td></td>
</tr>
<tr>
<td>- Obstacle Free Zone (OFZ)</td>
<td>×</td>
<td></td>
</tr>
<tr>
<td>- Approach and Departure Surfaces</td>
<td>×</td>
<td></td>
</tr>
<tr>
<td>Other Limitations on Construction (Section 222)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Prohibitions</td>
<td>×</td>
<td></td>
</tr>
<tr>
<td>CSPP Element</td>
<td>Element Addressed?</td>
<td>Remarks</td>
</tr>
<tr>
<td>--------------</td>
<td>-------------------</td>
<td>---------</td>
</tr>
<tr>
<td>- Restrictions</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>
F.1.2. 14 CFR Part 139

This listing highlights sections of 14 CFR Part 139 that specifically address requirements of a certificate holder whenever construction operations occur on their airfield. This listing was established by searching 14 CFR Part 139 for the following key terms; “construct”, “contract” and “protect”. The provision of this listing does not preclude or diminish the ACSI’s enforcement of other Part 139 requirements.

While the PM shall be cognizant of these Part 139 requirements when reviewing the CSPP for conformance to the standards presented under AC 150/5370-2, such review does not supersede the ACSI’s oversight of the certificate holder’s compliance with Part 139.

<table>
<thead>
<tr>
<th>14 CFR Part 139 Section</th>
<th>Element Addressed?</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>§139.327 Self-inspection program</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>- Daily Inspection</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Final Inspection</td>
<td></td>
<td></td>
</tr>
<tr>
<td>§ 139.329 Pedestrians and ground vehicles – Training</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Safe and orderly access to work area</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Communication with ATCT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Training – Vehicle and Pedestrian</td>
<td></td>
<td></td>
</tr>
<tr>
<td>§139.333 Protection of NAVAIDs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Protection of NAVAIDs against Damage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Prevent interruption of visual or electronic signal from NAVAID</td>
<td></td>
<td></td>
</tr>
<tr>
<td>§ 139.335 Public protection</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Safeguards to prevent inadvertent entry to the movement area by unauthorized persons or vehicles</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Protection of persons and property from aircraft blast</td>
<td></td>
<td></td>
</tr>
<tr>
<td>§ 139.339 Airport condition reporting (NOTAMs)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Notify airport users of construction or maintenance activity on movement areas, safety areas, or loading ramps and parking areas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>§ 139.341 Identifying, marking, and lighting construction and other unserviceable areas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Mark (and light) construction areas and unserviceable areas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Mark (and light) equipment and haul route</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Mark (and light) NAVAID critical areas.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Locate and protect existing utilities</td>
<td></td>
<td></td>
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</tbody>
</table>
CERTIFICATE OF LIABILITY INSURANCE

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

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

**PRODUCER**
Dealey, Renton & Associates
P. O. Box 12675
Oakland, CA 94604-2675
License #0020750

**INSURED**
WadeLLeng
Wade Engineering Corporation
PO Box 117370
Burlington, CA 94011-7370

**CONTACT**
NAME: Ian Woolley
PHONE (AIC, No. Ext.): 800.545.3090
FAX (AIC, No.): 510.452.2193
E-MAIL: enterprise@dealeyrenton.com

**INSURER(S) AFFORDING COVERAGE**
NAIC #
INSURER A: Travelers Property Casualty Co of America 25674
INSURER B: Property & Casualty Ins Co of Hartford 34690
INSURER C: Navigators Insurance Company 42307
INSURER D: 
INSURER E: 
INSURER F: 

**COVERAGE**

**CERTIFICATE NUMBER:** 879745721

**CERTIFICATE**

**REVISED DATE:** 8/2/2019

**COVERAGE**

**CERTIFICATE NUMBER:** 879745721

**CERTIFICATE**

**REVISED DATE:** 8/2/2019

**COVERAGE**

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>A</td>
<td>Commercial General Liability</td>
<td>X CLAMS-MADE X OCCUR</td>
<td>68044521446</td>
<td>12/1/2018</td>
<td>12/1/2019</td>
<td>EACH OCCURRENCE $2,000,000</td>
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<tr>
<td></td>
<td></td>
<td>X Contractual Liab</td>
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<td></td>
<td></td>
<td>DAMAGE TO PREMISES (EA occurrence) $1,000,000</td>
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<tr>
<td></td>
<td></td>
<td>X XCU Included</td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person) $10,000</td>
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<td></td>
<td></td>
<td>GENERAL AGGREGATE: $4,000,000</td>
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<tr>
<td></td>
<td></td>
<td>OTHER:</td>
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<td></td>
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<td>PRODUCTS - COMPOD AGG $4,000,000</td>
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<tr>
<td>A</td>
<td>Automobile Liability</td>
<td>X ANY AUTO</td>
<td>68044521446</td>
<td>12/1/2018</td>
<td>12/1/2019</td>
<td>COMBINED SINGLE LIMIT (EA occurrence) $Limit Included</td>
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<td></td>
<td></td>
<td>X OWNED AUTOS ONLY</td>
<td></td>
<td></td>
<td></td>
<td>BOOILTY INJURY (Par accident) $w/ GL</td>
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<tr>
<td></td>
<td></td>
<td>X HIRED AUTOS ONLY</td>
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<td></td>
<td></td>
<td>BOOILTY INJURY (Per person) $</td>
</tr>
<tr>
<td></td>
<td></td>
<td>X SCHEDULED AUTOS NON-OWNED</td>
<td></td>
<td></td>
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<td>PROPERTY DAMAGE (Per accident) $</td>
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<tr>
<td>A</td>
<td>Umbrella Liability</td>
<td>X OCCUR</td>
<td>CUP3A458022</td>
<td>12/1/2018</td>
<td>12/1/2019</td>
<td>EACH OCCURRENCE $3,000,000</td>
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<td></td>
<td>EXCESS LIABILITY</td>
<td>X CLAIMS-MADE</td>
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<td>AGGREGATE $3,000,000</td>
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<tr>
<td></td>
<td></td>
<td>X RETENTION</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
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<tr>
<td>B</td>
<td>Workers Compensation</td>
<td>Y N/A</td>
<td>57WEGGE981</td>
<td>7/1/2019</td>
<td>7/1/2020</td>
<td>EACH ACCIDENT $1,000,000</td>
</tr>
<tr>
<td></td>
<td>AND EMPLOYER'S LIABILITY</td>
<td>ANY N/A</td>
<td></td>
<td></td>
<td></td>
<td>E.L. EACH ACCIDENT $1,000,000</td>
</tr>
<tr>
<td></td>
<td>ANY PROPRIETOR/PRINCIP/EXECUTIVE OFFICER/BENEFICIARY/EXCLUDED (Mandatory in NH)</td>
<td>E.L. EACH ACCIDENT $1,000,000</td>
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<td></td>
<td>E.L. DISEASE - EA EMPLOYEE $1,000,000</td>
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<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT $1,000,000</td>
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<tr>
<td>C</td>
<td>Professional Liability Claims Made</td>
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<td>12/1/2018</td>
<td>12/1/2019</td>
<td>$2,000,000</td>
<td>Per Claim Annual Aggregate</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>$4,000,000</td>
<td></td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

The County, its officers, officials, employees, and volunteers are named as Additional Insured as respects General and Auto Liability as required per written contract or agreement. General Liability and Auto Liability are Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached. 30 Days Notice of Cancellation.

**CERTIFICATE HOLDER**

County of Mariposa
Public Works
4539 Ben Hur Road
Mariposa CA 95338

**CANCELLATION**

30 Day Notice of Cancellation

**AUTHORIZED REPRESENTATIVE**

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ADDITIONAL COVERAGES BY WRITTEN CONTRACT OR AGREEMENT

This is a summary of the coverages provided under the following forms (complete forms available):

Excerpt from COMMERCIAL GENERAL LIABILITY COVERAGE (FORM #CG T1 00 02 19)

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

4. OTHER INSURANCE - d. PRIMARY AND NON-CONTRIBUTORY INSURANCE IF REQUIRED BY WRITTEN CONTRACT:
   If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

   (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
   (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

   subsequent to the signing of that contract or agreement by you.

Excerpt from XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS (FORM #CG D3 79 02 19)

PROVISION M. - BLANKET WAIVER OF SUBROGATION - WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT:
   If the insured has agreed in a written contract or agreement to waive that insured’s right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

   a. "Bodily injury" or "property damage" that occurs; or
   b. "Personal and advertising injury" caused by an offense that is committed;

   subsequent to the signing of that contract or agreement.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORKERS’ COMPENSATION BROAD FORM ENDORSEMENT
EXTENDED OPTIONS

Policy Number: 57WEGGE6917
Effective Date: 07/01/2017
Named Insured and Address:
Wadell Engineering Corporation
PO Box 117370
Burlingame, CA 94011-7370

Endorsement Number:
Effective hour is the same as stated on the Information Page of the policy.

Section I of this endorsement expands coverage provided under WC 00 00 00.
Section II of this endorsement provides additional coverage usually only provided by endorsement.
Section III of this endorsement is a Schedule of Covered States.
You may use the index to locate these coverage features quickly.

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SECTION I

PARTS ONE and TWO

1. WE WILL ALSO PAY

D. We Will Also Pay of Part One (WORKERS’ COMPENSATION INSURANCE); and

E. We Will Also Pay of Part Two (EMPLOYERS’ LIABILITY INSURANCE) is replaced by the following:

We Will Also Pay
We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, INCLUDING loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

PART THREE

2. How This Insurance Applies

Paragraph 4. of A. How This Insurance Applies of Part 3 (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within sixty days.

PART SIX

3. Transfer Of Your Rights and Duties

C. Transfer Of Your Rights and Duties of Part 6 (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within sixty days after your death, we will cover your legal representative as insured.

4. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

SECTION II

VOLUNTARY COMPENSATION AND EMPLOYERS’ LIABILITY COVERAGE

5. Voluntary Compensation Insurance

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers’ compensation law of any state shown in Item 3.A. of the Information Page.
2. The bodily injury must arise out of and in the course of employment or incidental to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.

4. Bodily injury by accident must occur during the policy period.

5. Bodily injury by disease must be caused or aggravated by the conditions of the
officer's or employee's employment. The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay
We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusion
This insurance does not cover:
1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

D. Before We Pay
Before we pay benefits to the persons entitled to them, they must:
1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others
If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it.

If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers' Liability Insurance
Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 5. does not apply in New Jersey or Wisconsin.

EMPLOYERS' LIABILITY STOP GAP COVERAGE

6. Employers' Liability Stop Gap Coverage
A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
D. Part Two, Section C. Exclusions is changed by adding these exclusions.
This insurance does not cover;
5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief than an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
13. bodily injury sustained by any member of the flying crew of any aircraft.
14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.

E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.
EXTENDED OPTIONS

1. Employers’ Liability Insurance

   Item 3.B. of the Information Page is replaced by the following:

   B. Employers’ Liability Insurance:

   1. Part Two of the policy applies to work in each state listed in Item 3.A.

      The Limits of Liability under Part Two are the higher of:

      | Bodily Injury by Accident | $500,000 Each Accident |
      | Bodily Injury by Disease  | $500,000 Policy Limit  |
      | Bodily Injury by Disease  | $500,000 Each Employee |

      OR

   2. The amount shown in the Information Page.

      This provision 1 of EXTENDED OPTIONS does not apply in New York because the Limits Of Our Liability are unlimited.

      In this provision the limits are changed from $500,000 to $1,000,000 in California.

2. Unintentional Failure to Disclose Hazards

   If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

3. Waiver of Our Right To Recover From Others

   A. We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

      This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

   B. This provision 3. does not apply in the states of Pennsylvania and Utah.

4. Foreign Voluntary Compensation and Employers’ Liability Reimbursement

   A. How This Reimbursement Applies

   This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

   1. The bodily injury must be sustained by an officer or employee.

   2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.

   3. Bodily injury by accident must occur during the policy period.

   4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee’s last exposure to those conditions of your employment must occur during the policy period.

   B. We Will Reimburse

   We will reimburse you for all amounts paid by you whether such amounts are:

   1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers’ compensation law of the state of hire of the individual employee.

   2. sums to which Part Two (Employers’ Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

   C. Exclusions

   This insurance does not cover:

   1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.

   2. any obligation imposed by a workers’ compensation or occupational disease law, or similar law.

   3. bodily injury intentionally caused or aggravated by you.
4. liability for any consequence, whether direct or indirect, of war, invasion, act of 
Foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, 
revolution, insurrection or military or usurped power. No endorsement now 
or subsequently attached to this policy shall be construed as overriding or 
waiving this limitation unless specific reference is made thereto.

D. Before We Pay
Before we reimburse you for the benefits to the persons entitled to them, you must have them:
1. release you and us, in writing, of all responsibility for the injury or death,
2. transfer to us their right to recover from others who may be responsible for their injury or death,
3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits paid fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

E. Recovery From Others
If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we reimbursed. We will pay the balance to the persons entitled to it. If persons entitled to the benefits make a recovery from others, they must repay us for the amounts that we have reimbursed you.

F. Reimbursement for Actual Loss Sustained
This endorsement provides only for reimbursement for the loss you actually sustain. In order for you to recover loss or expenses under this reimbursement you must:
1. actually sustain and pay the loss or expense in money after trial, or
2. secure our consent for the payment of the loss or expense.

G. Repatriation
Our reimbursement includes the additional expenses of repatriation to the United States of America necessarily incurred as a direct result of bodily injury.

Our reimbursement shall be limited as follows:
1. to the amount by which such expenses exceed the normal cost of returning the officer or employee if in good health, or
2. in the event of death, to the amount by which such expenses exceed the normal cost of returning the officer or employee if alive and in good health.

In no event shall our reimbursement exceed the bodily injury by accident limit shown in Item 3.B. of the Information Page as respects any one such officer or employee whether dead or alive.

H. Endemic Disease
The word “disease” includes any endemic diseases.

The coverage applies as if endemic diseases were included in the provisions of the workers’ compensation law.

5. Longshore and Harbor Workers’ Compensation Act Coverage

General Section C. Workers’ Compensation Law is replaced by the following:

C. Workers’ Compensation Law

Workers’ Compensation Law means the workers or workers’ compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers’ Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workers’ compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers’ Liability Insurance), C. Exclusions, exclusion 8, does not apply to work subject to the Longshore and Harbor Workers’ Compensation Act.

This coverage does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.
SECTION III

1. SCHEDULE OF COVERED STATES
   A. This endorsement only applies in the states listed in this Schedule of Covered States.

   B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval.

   C. Schedule of Covered States:

Countersigned by

Sandy Peters
Authorized Representative
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name of Person or Organization:

Any person or organization that you agree in a written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV-COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazards." This waiver applies only to the person or organization shown in the Schedule above.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;
   in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.