



PURCHASING ITEM FOR COUNCIL AGENDA

1. Agenda Item Number:

22

2. Council Meeting Date: October 13, 2016

TO: MAYOR AND COUNCIL

3. Date Prepared: September 15, 2016

THROUGH: CITY MANAGER

4. Requesting Department: City Manager

5. SUBJECT: Agreement for Airport Tower Maintenance

6. RECOMMENDATION: Staff recommends City Council approve Agreement No. A17-909-3641, with Avcom Company, for airport tower maintenance, in an amount not to exceed \$129,394, for two years, November 1, 2016, through October 31, 2018, with the option of one two-year extension.

7. BACKGROUND/DISCUSSION: This contract provides for inspection and maintenance of the air traffic control tower at the Chandler Municipal Airport and covers all City-owned equipment required to perform air traffic control activities. Scheduled services are performed a total of four times per year. The contract also has a price structure for labor and parts to perform unforeseen repairs as required. The equipment is currently maintained by Avcom Company, who has been the maintenance contractor since 2000.

8. EVALUATION: On August 10, 2016, City staff issued an Invitation for Bid A17-909-3641 for airport tower maintenance. Notification was sent to all registered vendors. The City received one response from Avcom Company. Avcom Company's price is reasonable compared to the current contract for the requested service.

Staff recommends award to Avcom Company, as the lowest, responsive, responsible bidder. The term of this Agreement will be November 1, 2016, through October 31, 2018, with the option of one two-year extension.

9. FINANCIAL IMPLICATIONS:

Cost: \$129,394 (Amount for 2 year term)
Savings: N/A
Long Term Costs: N/A

Table with 5 columns: Acct. No., Fund, Program Name, CIP Funded, Funds. Rows include Airport Ops contracts with values like \$1,170, \$60,617, and \$2,910.

10. PROPOSED MOTION: Move City Council approve Agreement No. A17-909-3641, with Avcom Company, for airport tower maintenance, in an amount not to exceed \$129,394, for two years, November 1, 2016, through October 31, 2018, with the option of one two-year extension.

ATTACHMENTS: Agreement

APPROVALS

11. Requesting Department

[Signature of Chris Andres]

Chris Andres, Airport Administrator

13. Department Head

[Signature of Nachie Marquez]

Nachie Marquez, Assistant City Manager

12. Procurement Officer



Mike Mandt

14. City Manager



Marsha Reed

**CITY OF CHANDLER SERVICES AGREEMENT
AIRPORT TOWER MAINTENANCE
AGREEMENT NO.: AI7-909-3641**

THIS AGREEMENT is made and entered into this ____ day of _____, 2016, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "City", and Avcom Company, hereinafter referred to as "Contractor".

WHEREAS, Contractor represents that Contractor has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. AGREEMENT ADMINISTRATOR:

- 1.1. Agreement Administrator.** Contractor shall act under the authority and approval of the Airport Manager or designee (Agreement Administrator), to provide the services required by this Agreement.
 - 1.2. Key Staff.** This Agreement has been awarded to Contractor based partially on the key personnel proposed to perform the services required herein. Contractor shall not change nor substitute any of these key staff for work on this Agreement without prior written approval by City.
 - 1.3. Subcontractors.** During the performance of the Agreement, Contractor may engage such additional Subcontractor as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with Contractor.
 - 1.4. Subcontracts.** Contractor shall not enter into any Subcontract under this Agreement for the performance of this Agreement without the advance written approval of City. The subcontract shall incorporate by reference the terms and conditions of this Agreement.
- 2. SCOPE OF WORK:** Contractor shall provide Airport Tower Maintenance all as more specifically set forth in Exhibit A, attached hereto and made a part hereof by reference.
- 2.1 Non-Discrimination.** The Contractor shall comply with all applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
 - 2.2 Licenses.** Contractor shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this agreement.
 - 2.3 Advertising, Publishing and Promotion of Agreement.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Agreement without the prior written approval of the City.
 - 2.4 Compliance with Applicable Laws.** Contractor shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.
 - 2.4.1** The Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify, hereinafter "Contractor Immigration Warranty".
 - 2.4.2** A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement that is subject to penalties up to and including termination of the agreement.

- 2.4.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Agreement to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.
- 2.4.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verification.
- 2.4.5 The provisions of this Article must be included in any agreement the Contractor enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

2.5 Warranties.

One-Year Warranty. Contractor must provide a minimum one-year warranty on all work performed pursuant to this Agreement.

3. ACCEPTANCE AND DOCUMENTATION: Each task shall be reviewed and approved by the Agreement Administrator to determine acceptable completion.

3.1. Records. The Contractor shall retain and shall contractually require each Subcontractor to retain all data and other "records" relating to the acquisition and performance of the Agreement for a period of five years after the completion of the Agreement.

3.2. Audit. At any time during the term of this Agreement and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Agreement or Subcontract. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.3. New/Current Products. All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Agreement shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

3.4. Property of City. Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of City. Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Contractor shall not use or release these materials without the prior written consent of City.

4. PRICE:

4.1. City shall pay Contractor the per-unit cost as set forth in Exhibit B, attached hereto and made a part hereof by reference in an amount not to exceed one hundred twenty-nine thousand three hundred and ninety-four dollars (\$129,394) for the two-year term.

4.2. Taxes. Contractor shall be solely legally responsible for any and all tax obligations, which may result out of Contractor's performance of this Agreement. City shall have no legal obligation to pay any amounts for taxes, of any type, incurred by Contractor. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.

- 4.3. Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice. Any quantities shown are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by City. City reserves the right to increase or decrease the quantities actually required.
- 4.4. IRS W9 Form.** In order to receive payment Contractor shall have a current I.R.S. W9 Form on file with City, unless not required by law.
- 4.5. Price Adjustment in Extension Terms.** All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, City may approve a fully documented request for a price adjustment. City shall determine whether any requested price increases for extension terms is acceptable to the City. If City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.
- 4.6. Price Reduction.** Contractor shall offer City a price reduction for its services concurrent with a published price reduction made to other customers.

5. TERM:

5.1. The term of the Agreement is two year(s), commencing on November 1, 2016 and terminating on October 31, 2018 unless sooner terminated in accordance with the provisions herein. City reserves the right, with mutual agreement of the contractor, to extend the Agreement for up to one additional term of two years.

6. USE OF THIS AGREEMENT: The Agreement is for the sole convenience of the City of Chandler. City reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by Contractor.

6.1. Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five (5) times during a month, Contractor shall submit a full set of fingerprints to the school of each person or employee who may provide such service. The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor shall comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, sub-contractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

6.2. Emergency Purchases: City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

6.3. Non-Exclusive Agreement: This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

6.4 Exclusive Possession: All services, information, computer program elements, reports and other deliverables created under this Agreement are the sole property of the City of Chandler and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

7. CITY'S CONTRACTUAL REMEDIES:

7.1. Right to Assurance. If the City in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Agreement, the Agreement Administrator may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Agreement in addition to any other rights and remedies provided by law or this Agreement.

7.2. Stop Work Order. The City may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Agreement for period(s) of days indicated by the City after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

7.3. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Agreement Administrator shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

7.4. Non-exclusive Remedies. The rights and the remedies of the City under this Agreement are not exclusive.

7.5. Nonconforming Tender. Services and materials supplied under this Agreement shall fully comply with Agreement requirements and specifications. Services or materials that do not fully comply constitute a breach of agreement.

7.6. Right of Offset. The City shall be entitled to offset against any sums due Contractor, any expenses or costs incurred by the City, or damages assessed by the City concerning the Contractor's non-conforming performance or failure to perform the Agreement, including expenses to complete the work and other costs and damages incurred by City.

8. TERMINATION:

8.1.1 Termination for Convenience: City reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. As compensation in full for services performed to the date of such termination, the Contractor shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the Contractor and City, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director or designee shall determine the percentage of work performed under each task detailed in the Scope of Work and the Contractor's compensation shall be based upon such determination and Contractor's fee schedule included herein.

8.1.2 Termination for Cause: City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:

- 1) If Contractor fails to perform pursuant to the terms of this Agreement
- 2) If Contractor is adjudged a bankrupt or insolvent;
- 3) If Contractor makes a general assignment for the benefit of creditors;

- 4) If a trustee or receiver is appointed for Contractor or for any of Contractor's property;
- 5) If Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;

Where Agreement has been so terminated by City, the termination shall not affect any rights of City against Contractor then existing or which may thereafter accrue.

- 8.3. **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, City may cancel this Agreement after Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is or becomes at any time while this Agreement or an extension of this Agreement is in effect, an employee of or a consultant to any other party to this Agreement. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- 8.4. **Gratuities.** City may, by written notice, terminate this Agreement, in whole or in part, if City determines that employment or a Gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of City for the purpose of influencing the outcome of the procurement or securing this Agreement, an amendment to this Agreement, or favorable treatment concerning this Agreement, including the making of any determination or decision about agreement performance. The City, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by Contractor.
- 8.5. **Suspension or Debarment.** City may, by written notice to the Contractor, immediately terminate this Agreement if City determines that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of an agreement shall attest that the Contractor is not currently suspended or debarred. If Contractor becomes suspended or debarred, Contractor shall immediately notify City.
- 8.6. **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.
- 8.7. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 8.8. **Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this Agreement beyond the current fiscal year. No legal liability on the part of the City for services may arise under this Agreement beyond the current fiscal year until funds are made available for performance of this Agreement. The City may reduce services or terminate this Agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
9. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
10. **DISPUTE RESOLUTION:**
- 10.1. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

10.2. Jurisdiction and Venue. The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

10.3. Fees and Costs. Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees.

11. INDEMNIFICATION: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Contract/Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Contract/Agreement, including but not limited to, any injury or damages claimed by any of Contractor's and subcontractor's employees.

12. INSURANCE:

12.1. General.

- A. At the same time as execution of this Agreement, the Contractor shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

- F. **Use of Subcontractors:** If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

12.2. Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.
- D. *Builders' Risk/Installation Floater Insurance.* The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The Contractor's Builders' Risk/Installation Floater insurance must be primary and not contributory.
1. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and engineers' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.
 2. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Contract/Agreement. The Contractor will be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor's Builders'

Risk/Installation Floater insurance described herein.

3. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.
 - a. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.
 - b. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the Contractor, and all tiers of subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and Contractor named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.
 - c. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.
 - d. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Contract/Agreement, waived against the City, its officers, officials, agents and employees.
 - e. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

12.3. Additional Policy Provisions Required.

- A. *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
- B. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:
 1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.
 2. The Contractor's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.
 3. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.
 4. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.
 5. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 6. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

7. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
8. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

C. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

13. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY

Agreement Administrator: Airport Operations
Maintenance
Superintendent
Contact: Doug Whitney
Mailing Address: PO Box 4008 MS 802
Physical Address: 2380 S Stinson Way
City, State, Zip Chandler AZ 85244
Phone: 480-782-3543

In the case of the CONTRACTOR

Firm Name: Avcom Company
Contact: William Kelsey
Address: PO Box 1849
City, State, Zip Friday Harbor, WA 98250
Phone: 360-378-7054
FAX: 360-378-1673

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. **CONFLICT OF INTEREST:**

- 14.1. **No Kickback.** Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the City has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in Contractor's proposal to the City.
- 14.2. **Kickback Termination.** City may cancel any agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Contractor to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from City is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 14.3. **No Conflict:** Contractor stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

15. **GENERAL TERMS:**

- 15.1. **Ownership.** All deliverables and/or other products of the Agreement (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by Contractor in performance of the Agreement) shall be the sole, absolute and exclusive property of City, free from any claim or retention of right on the part of Contractor, its agents, sub-contractors, officers or employees.
- 15.2. **Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect

to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives of each party.

15.3. Assignment: Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the City.

15.4. Amendments. The Agreement may be modified only through a written Agreement Amendment executed by authorized persons for both parties. Changes to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the Contractor are violations of the Agreement. Any such changes, including unauthorized written Agreement Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Agreement based on such changes.

15.5. Independent Contractor. The Contractor under this Agreement is an independent Contractor. Neither party to this Agreement shall be deemed to be the employee or agent of the other party to the Agreement.

15.6. No Parole Evidence. This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

15.7. Authority: Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this _____ day of _____, 2016.

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

Mayor

By: William F. Kelly
Signature

Approved as to form:

ATTEST: If Corporation

City Attorney *ACM*

N/A WPK
Secretary

ATTEST:

City Clerk SEAL

**EXHIBIT A
SCOPE OF WORK**

1. **Airport Tower** CONTRACTOR shall perform all necessary services to meet the requirements and provisions of the Operations and Maintenance Manual (Attachment 1) for the Federal Contract Air Traffic Control Tower, owned by the CITY, and located at Chandler Municipal Airport. Scheduled services shall be performed a total of Two (2) times per year (One quarterly inspection, one annual certification) on all applicable systems (Attachment 2) and shall include all travel expenses.
2. **AWAS and NDB**. CONTRACTOR shall perform all necessary services to meet the requirements and provisions of the Operations and Maintenance Manual (Attachment 1) for the non-Federal Automated Weather Observation System (AWOS) and Non-Directional Beacon (NDB) owned by the CITY and located at Chandler Municipal Airport. Scheduled services will be performed pursuant to the to the quantities on Revised Exhibit B all travel expenses.
3. **Other Services**. CONTRACTOR shall provide any other periodic or general maintenance, upgrade, or replacement, as necessary, to maintain the above mentioned facilities. CONTRACTOR shall provide a cost per hour for these services, parts mark-up, and travel expenses, if applicable.
4. **Communication**. CONTRACTOR shall provide Chandler Airport staff with 24-hour contact phone number(s), and, in the event of equipment failure, shall respond to a request for service within 24 hours for AWOS or NDB equipment and within 8 hours for tower equipment.
5. **Scheduled Services**. CONTRACTOR shall coordinate scheduled services with Chandler Municipal Airport staff and, as necessary, FAA Airway Facilities personnel at a mutually agreeable date and time. CITY will make every effort to consolidate all the required maintenance into one trip, however, that is not guaranteed and CONTRACTOR will take that into consideration when providing pricing.
6. **Reporting**. CONTRACTOR shall provide documentation from FAA Western Pacific Region certifying that they are qualified and approved to maintain the equipment listed in the Scope of Work and related attachments.

**EXHIBIT B
FEE SCHEDULE**

ITEM #	DESCRIPTION	UOM	QTY	UNIT PRICE	TOTAL
1	1 annual certification per FAA requirements for Tower Equipment listed in Attachment 2.	EA	1	\$ 1,422.00	\$ 1,422.00
	1 quarterly inspection per FAA requirements for Tower Equipment listed in Attachment 2.	EA	1	\$ 1,164.00	\$ 1,164.00
2	1 annual certification per FAA requirements for the (AWOS).	EA	1	\$ 1,279.00	\$ 1,279.00
	1 tri-annual inspection per FAA requirements for the (AWOS).	EA	2	\$ 1,046.00	\$ 2,092.00
3	1 annual certification per FAA requirements for the (NDB).	EA	1	\$ 892.00	\$ 892.00
	1 quarterly inspection per FAA requirements for the (NDB).	EA	1	\$ 892.00	\$ 892.00
4	Hourly rate for unscheduled repairs	Hour	40	\$ 76.00	\$ 3,040.00
5	Trip fee First day of travel (Describe all inclusive travel charges per occurrence for unscheduled repairs, i.e. hotel, rental car, meals, etc. City does not pay per diem.	Per day (first day)	4	\$ 1,793.00	\$ 7,172.00
	Trip fee additional days after first day First day of travel (Describe all inclusive travel charges per occurrence for unscheduled repairs, i.e. hotel, rental car, meals, etc. City does not pay per diem.	Per Day (additional Days)	4	\$ 186.00	\$ 744.00
					\$ -
6	Mark up on parts not covered under Agreement (for unscheduled repairs) Indicate mark up percent in unit price. Extended price =(1+mark up rate) X \$40,000	Mark up %	\$40,000	15%	\$ 46,000.00
	Total				\$ 64,697.00
	Total for Two Year Term				\$ 129,394.00

ATTACHMENT 1

OPERATIONS AND MAINTENANCE MANUAL

FOR

(FACILITY/IDENTIFIER)

(FACILITY TYPE)

AT

(LOCATION)

(This manual is prepared to fulfill the requirements of Federal Aviation Regulations Part 171 and Section 606 of the Federal Aviation Act of 1958. Facility equipment performance standards and tolerances for facility maintenance are incorporated herein as Attachment 1, Facility Equipment Performance Standards and Tolerances, to this manual.)

Operations and Maintenance Manual Approved:

(Airway Facilities Division Manager or his/her designee)

Date: _____

TABLE OF CONTENTS

Page No.		
	Part I. Operational Requirements	3
	Part II. Maintenance Requirements	6
	Part III. Aircraft Accident/Incident Procedure	9
	Part IV. Non-Federal Facility Data	19
	Attachment 1. Facility Equipment Performance Standards and Tolerances	21

Part I. OPERATIONAL REQUIREMENTS

The following requirements must be met to operate a facility in the National Airspace System (NAS). Failure to comply with these requirements will result in withdrawal of approval for use of the facility.

1. LICENSING.

a. Facility. The Federal Communications Commission (FCC) license is to be conspicuously posted at the facility. The normal period of the station license is 5 years, after which time it must be renewed. FCC Form 406 may be obtained from the FCC office. Each application must contain a statement indicating that the FAA has been notified and the date of notification. Renewal applications must be made at least 180 days prior to expiration. Copies of the application and the new license when received must be provided to the Airway Facilities (AF) sector office.

b. Maintenance Technician. The equipment shall be operated and maintained only by persons duly licensed by the FCC and approved by the FAA respectively.

(1) A general class radio telephone operator license satisfies the FCC requirement. A copy of this license must be provided to the FAA SMO/Regional office.

(2) FAA approval will be granted following the successful completion of both of the following:

(a) FAA or FAA-approved manufacturer's school or satisfactory completion of a concepts examination to be administered by a representative of the FAA. It is to be understood that the satisfactory completion of the concepts examination precludes the necessity of the resident training.

(b) A performance examination to be given by a representative of the FAA.

(3) A letter of technical verification will be provided by the FAA stating that these requirements have been met.

2. NOTICE TO AIRMEN. A Notice to Airmen (NOTAM) contains the establishment, condition, or change in any aeronautical facility, service, procedure, or hazard, the timely knowledge of which is essential to personnel concerned with flight operations. Deviation from normal operation or failure of this facility is to be promptly and accurately publicized by a NOTAM. The sponsor and the technician responsible for the equipment maintenance shall be notified immediately of reports concerning irregular operation of this facility by pilots or other persons detecting the irregularity. The sponsor or the authorized representative shall ensure that a NOTAM has been filed through the associated flight service station (FSS). The sponsor or the authorized representative shall also ensure notification of the applicable Maintenance Control Center (MCC) by telephone, 24 hours per day, as listed in Part IV, Non-Federal Facility Data, to report any such failure or deviation exceeding or expected to exceed 24 hours.

3. MONITORING.

a. It is FAA policy that a remote monitoring system be provided for all electronics navigational facilities used in support of instrument flight procedures. Continuous monitoring requires that a responsible observer check the remote status indicator at least once each half hour. Suitable monitoring equipment shall be provided at an appropriate location to enable detection of any of the following conditions.

(1) A malfunction or failure of the transmitter equipment.

(2) A malfunction or failure of the monitor equipment itself.

b. Navigational facilities are classified in accordance with the manner in which they are monitored. No change of monitoring status of the navigational aids shall be effected without prior FAA approval. The monitoring categories are as listed below:

(1) Category 1. Internal monitoring with a status indicator installed at a manned control point. Facilities can be used for instrument flight procedures without limitation. In the absence of a manned control point, the facility reverts temporarily to category 4

(2) Category 2. Internal monitoring with an inoperative status indicator at a control point, but pilot reports indicate that the facility is operating normally. This is a temporary condition and is not considered in procedures development. These facilities are taken out of service by issuing a NOTAM when two pilot reports indicate facility malfunction.

(3) Category 3. Internal monitoring only. A status indicator not installed at a control point or if a non-fail-safe condition exists. Facilities may be used in accordance with the following limitations:

(a) Alternate minima shall not be authorized if the facility provides a final approach course guidance, is required for procedure entry, is used to define the final approach fix, or is used to provide missed approach guidance.

(b) When the facility is used to designate a step-down fix, alternate minima shall be no lower than the circling minima required without the step-down fix.

(c) Dogleg airways or routes shall not be predicated on these facilities.

(d) Navigational fixes developed from crossing radials of category 3 facilities shall not be used to break a minimum en route altitude to a higher minimum en route altitude.

(4) Category 4. This category is applicable only to nondirectional beacons. Internal monitoring is not installed, but a remote status indicator is provided at a control point. Failure of the status indicator will render the facility and the approach procedure unusable during the outage. Facilities may be used in accordance with the following limitations:

(a) Alternate minima may be authorized when the remote status indicator is located in an FAA traffic facility and then only during periods that the control point is attended.

(b) If the control point is other than an FAA facility, a written agreement shall exist whereby an air traffic facility is notified of indicated changes in facility status.

c. To issue a NOTAM for an unmonitored facility, the following conditions must be met:

(1) The facility is equipped with a properly operating automatic shutdown feature.

(2) No reports of abnormal facility operation are received.

(3) Failure of the remote status indicator.

NOTE: If all of these conditions are not met, a NOTAM to place the facility out of service shall be issued.

4. Shutdown for Routine Maintenance. Maintenance should be performed only when the following conditions exist:

a. Interruption should be confined to visual flight rules (VFR) conditions, daylight hours, and periods of light traffic when possible.

b. The interruption of service shall be coordinated with the appropriate air traffic control (ATC) facility (FSS, airport traffic control tower (ATCT), etc.). Notification should be made so that the notice of shutdown or interruption will be published in advance of the proposed interruption. Facilities shall not be shut down without Air Traffic (AT) approval.

c. A NOTAM shall be in effect announcing the scheduled interruption and the facility will not be shutdown until that specified time has arrived. The advance notification of the interruption will state a specific period of time for the interruption to occur.

d. The facility identification signal shall be disabled while maintenance is being performed.

5. Pilot Report. The sponsor shall remove the facility from service immediately upon receipt of two successive pilot reports (PIREPS) of malfunctioning. The facility will remain out of service until the proper operation can be confirmed by the facility technician and/or flight inspection aircraft if necessary.

6. Required Support Items.

a. The sponsor shall provide FAA-approved test equipment needed for maintenance of the facility. Test equipment used to measure key performance parameters shall be calibrated at least annually. All test equipment calibration shall be accomplished with standards traceable to the National Institute of Standards and Technology.

b. There shall be a stock of spare parts sufficient to make possible prompt replacement of components which fail or deteriorate in service.

7. Emergencies.

a. Military. In a case of a national defense alert, the facility shall be shutdown in the shortest possible time after the alert is received from the air traffic facility and shall remain off the air until official notice is received that the alert is over.

b. Aircraft Accident. Part III of this manual provides guidance in case of an aircraft accident.

8. Adjustment of Equipment through Remote Maintenance Monitoring (RMM). Any non-Federal facility having RMM uplink adjustment capability shall have an associated printer which documents all maintenance activities. This printer shall make a record for the review of visiting FAA personnel of all logons and equipment adjustment which may be initiated from a remote terminal. Printouts will be maintained a minimum of 2 years before being discarded.

PART II. MAINTENANCE REQUIREMENTS

9. General

a. The facility shall be maintained in accordance with the applicable subparts of FAR Part 171 and manufacturer's instruction books, maintenance technical handbooks, and/or other FAA-approved requirements. FAA standards and tolerances will be used. If they do not exist, then the manufacturer's handbook will be used.

NOTE: The maintenance schedules and requirements contained in these publications are to be considered the minimum level of maintenance in accordance with FAR Part 171 and this document.

b. The FAA shall be responsible for providing FAA forms and appropriate FAA publications required for maintenance of the facility. These forms will be made available by the FAA office having inspection responsibility at no charge.

c. If a verified maintenance technician is not assigned or if the maintenance schedules as set forth in FAA-approved maintenance procedures are not adhered to, the equipment shall be removed from service unless the sponsor or his/her designated representative has coordinated the exact circumstances with the FAA.

d. Facility reference data file (facility requirements performance and adjustment data forms, called Record of Meter Readings and Adjustments, Form FAA 198, in FAR Part 171) shall be completed by the owner or the owner's representative at the time of the facility commissioning. One copy must be kept in the permanent records of the facility and one copy must be sent to the appropriate FAA office. The sponsor or the sponsor's representative must revise the data after any major repair, modernization, or retuning to reflect an accurate record of facility operation and adjustment. In the event the data is revised, the owner or the owner's representative must notify the appropriate FAA office of such revisions and forward copies of the revisions to the appropriate FAA office within 10 working days.

e. Facility Maintenance Log, FAA Form 6030-1.

(1) This log (called Facility Maintenance Log, Form FAA 406c, in FAR Part 171) is a permanent record of all of the activities required to maintain the facility. Log entries shall be clear, complete, concise, and recorded in universal time code (UTC). The entries must include all malfunctions encountered in maintaining the facility, including information on the kind of work and adjustments made, equipment failures, causes (if determined), and corrective action taken. In addition, the entries must include statements describing periodic maintenance activities required to maintain the facility, facility verification statements, and NOTAM information. The original white pages of the maintenance logs shall be retained at the facility for a period of 3 years. A copy of the log pages shall be sent to the appropriate AF office for review within 10 working days after the next facility visit after the end of the month/quarter/semiannually as appropriate.

(2) Among the most important entries in the facility maintenance log are those indicating the verification status of a system, subsystem, or equipment. For the purpose of this OMM, the word "certification" used in FAA directives shall be synonymous with "verification." Verification statements shall be entered in the facility maintenance log (FAA Form 6030-1) in accordance with appropriate FAA directives and orders. A verification statement shall be made before returning a system, subsystem, or equipment to service after the system has been out of service due to hardware or software failure and whenever maintenance work that has been performed may have affected verification parameters.

f. Technical Performance Record, FAA Form 6000 Series (called Radio Equipment Operation Record, Form FAA 418, in FAR Part 171), contains a record of system parameters recorded during each scheduled visit to the facility. The sponsor or the sponsor's representative shall keep the original page of the technical performance record at the facility and send a copy to the appropriate FAA office for review within 10 working days after the next facility visit after the end of the quarter.

g. Improvement in maintenance procedures or equipment modifications shall be funded and incorporated by the sponsor following approval by the FAA. An addendum to the OMM, approved by the FAA, shall be completed if necessary.

h. The sponsor shall submit any proposed modifications to the facility to the FAA for approval and shall not permit any modifications to be performed without specific FAA approval.

i. Neither the equipment nor antenna will be replaced or relocated without prior FAA approval. No construction is to be planned in the vicinity that may alter or affect the facility without first coordinating with the FAA. Status monitor receivers shall not be removed or relocated without FAA approval.

j. Vegetation, snow depth, and other potential obstructions to accuracy of the facility operations shall be controlled in accordance with applicable FAA handbooks.

10. PHYSICAL SECURITY. The facility shall be kept locked at all times. Normal protection shall be provided to ensure that unauthorized personnel do not have access to the equipment.

11. FLIGHT INSPECTIONS. Flight inspections will be performed as stipulated in FAA Handbook OA P 8200.1, United States Standard Flight Inspection Manual. The sponsor shall provide ground-to-air communications on 135.85 or 135.95 megahertz for flight inspection when required. The maintenance technician shall participate in this inspection if required by the FAA. Those activities requiring flight inspection are outlined in the FAA maintenance technical handbooks and orders.

12. GROUND INSPECTIONS.

a. FAA ground inspection will be accomplished on a periodic basis. Prior notification of ground inspection will be given to the facility technician after coordination with the sponsor. Failure to meet the technical standards for equipment maintenance may be grounds for cancellation of the facility's instrument approach procedures.

b. The FAA may conduct a follow-up inspection when a facility may have been a factor in an aircraft accident/incident (see Part III).

13. SAFETY. Occupational Safety and Health Administration requirements should be followed to ensure personnel safety. Vegetation shall be controlled to allow access to the facility.

14. NAPRS DATA. (To be provided.)

PART III. AIRCRAFT ACCIDENT PROCEDURES

15. GENERAL. This part has been provided to help expedite the certification/ verification of facilities in the event of an aircraft accident and to help ensure that all required actions are accomplished. It contains the following:

- a. General information checklist.
- b. Facility evaluation checklist (completed for each facility evaluated by the certifying/verifying technician).

NOTE: The non-Federal technician completes original checklists. The original accident checklists shall be retained in owner/sponsor office with a copy to the regional AF division, ATTN: AF Aircraft Accident Representative (AFAAR), through the appropriate FAA office.

Technician who completed the facility evaluation checklist:

(Signature)

(Date)

The non-Federal technician who completed the general information checklist and reviewed the facility evaluation checklist for completeness and accuracy:

(Signature)

(Date)

16. INFORMATION AND INSTRUCTIONS.

a. There are a series of steps to be performed following an aircraft accident. These steps need to be performed in a very precise manner so that a true and accurate status of a facility is documented. The latest edition of FAA Order 8020.11, Aircraft Accident Incident Notification, Investigation, and Reporting, is the controlling directive and will take precedence over other instructions where there are conflicts. In general, the steps to be performed are outlined below and will be performed in the following sequence:

- (1) Initial determination of facility status.
- (2) Notification of AF/AT of facility status.
- (3) Technical evaluation of facility.
- (4) Documentation of the condition of the facility.
- (5) Notification to the AFAAR of "as-found" condition.
- (6) Flight check if applicable.

b. When a facility has been identified as possibly being used by an aircraft involved in an accident, a technician will be notified by one of several different people such as systems engineer at the Air Route Traffic Control Center (ARTCC), AT supervisor, or the AFARR. If notification comes from anyone other than the AFAAR, then the non-Federal technician should contact the AFARR for instructions. Generally, the MCC NAS Operating Manager will be the AFAAR and will provide the guidance to the non-Federal technicians as to who will do what and when.

17. INITIAL DETERMINATION OF FACILITY STATUS. This is important because it provides both AT and AF with information that is needed to make other decisions vital to public safety. Unless instructed to the contrary, a non-Federal technician should not do this step alone. Another person should accompany the non-Federal technician to ensure that there is no question in the future as to what took place at the facility. The non-Federal technician making the initial determination of the facility status must have current certification/ verification authority on the facility. The person accompanying the technician should be an FAA technician but, if necessary, can be someone else in order to save time. Log entries need to be made indicating the purpose of the visit and the results of the initial determination. The type of information to be obtained during an initial determination visit to a facility are only those items that can visually be learned to ascertain whether a facility was or was not operating normally immediately preceding or at the

time of the accident. No adjustments or control functions are to be performed; only that information which can be learned by looking at equipment indicators, meters, etc., shall be used.

Note: Complete paragraphs 2a(1) through 2a(5) of the facility evaluation checklist.

18. NOTIFICATION TO AT/AF OF FACILITY STATUS. The information obtained on the facility status must be given to the AFAAR as soon as possible. A log entry stating who was given this information must be made at the facility.

NOTE: Complete paragraphs 2a(6) and 2b of the facility evaluation checklist.

19. TECHNICAL EVALUATION OF FACILITY. When a non-Federal technician has been notified by the AFAAR that a complete technical evaluation of a facility is to take place, two people will be involved in the evaluation process. One person will be the non-Federal technician responsible for performing the evaluation and is required to possess current certification/ verification authority on the facility involved. The other person (FAA technician) will act as an observer and will normally possess current certification/verification authority. The requirement for an observer can only be waived by the AFAAR and if no waiver has been granted, the technical evaluation is NOT to take place. If the observer requirement has been waived, then the person doing the evaluation shall not be the last person who certified/verified the facility.

NOTE: Complete paragraphs 3 and 4 of the facility evaluation checklist.

20. DOCUMENTATION OF THE CONDITION OF THE FACILITY. This step is just as important as any other and needs to be done with attention to detail. This includes entries in technical performance records, facility maintenance logs, RMM screens, and ground check forms. The statements shown in the facility evaluation checklist have been established to provide a standard description that can be uniformly interpreted by everybody concerned with the accident. It is extremely important that all entries are accurate and complete.

21. NOTIFICATION TO THE AFAAR OF "AS-FOUND" CONDITION. This step needs to be completed as soon as possible so that decisions can be made regarding further actions, such as whether or not to call for a flight check.

GENERAL INFORMATION CHECKLIST

NOTE: The non-Federal technician completes original which is retained in owner/sponsor office and provides a copy to the regional AF division, ATTN: AFAAR, through the SMO office.

1. Non-Federal _____ AT _____
 (Name of first non-Federal person contacted by AT and name of AT person).

If not notified by AT, indicate who made the initial notification on the above line.

at _____ time notified.
 (All times in UTC.)

2. The non-Federal person in paragraph 1 shall contact the AFARR and his/her owner/sponsor and others as required by these instructions.

at _____ time completed.
 (All times in UTC.)

3. The AFAAR will determine with AT's help which facilities may have been or were used by the aircraft, also the aircraft number and type and location of crash, time of crash, and type of flight plan.

Facilities Identified by AFAAR:

<u>Location ID</u>	<u>Facility</u>	<u>Location ID</u>	<u>Facility</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Aircraft Type: Aircraft ID: _____

Date/Time of Accident: _____

Location of crash if known: _____

Aircraft on: ___ IFR ___ VFR ___ No flight plan

FACILITY EVALUATION CHECKLIST

NOTE: Complete a separate checklist for each facility listed in the general information checklist.

Certifying/verifying non-Federal technician completes original which is retained in owner/sponsor office and provides a copy to regional AF division, ATTN: AFAAR, through the sector office.

1. If the facility is remotely monitored, contact AT or the facility responsible for monitoring and ask if there were any monitoring alarms or pilot reported problems.

a. Remote monitor alarms prior to accident? Yes _____ No _____ N/A _____

b. Pilot reported facility malfunction of non-Federal equipment prior to accident? Yes _____ No _____
Unknown _____

NOTE: Either AT control or RMM position or systems engineer at ARTCC's may provide this information.

2. The AFAAR normally will direct the owner/sponsor to designate his non-Federal technician and FAA observer to complete an initial determination of facility status. This may be done by the AFAAR if the owner/sponsor/technician cannot be contacted.

a. Initial determination of facility status. If the facility has no remote monitoring or RMM, it will be necessary to get two pilot reports to confirm proper operation or go to the facility. If you go to the facility, enter required data in the facility log upon arrival at the facility. An observer will normally be required; however, under certain conditions, the observer requirement may be waived by the AFAAR.

(1) Observer requirement waived by the AFAAR? Yes _____ No _____

(2) If yes, record name of technician last certifying/verifying the facility or equipment:

_____ Facility

_____ Technician

(3) Log the following in the facility log; check off when completed:

(a) Arrival time at facility: _____

(b) Weather conditions at facility: _____

(c) Initial determination of facility operational status.
Determine and log: _____

(d) Main or standby (#1 or #2) in service, commercial, or standby power in operation, monitor alarms, transfers, etc. _____

(e) AT facility/AFAAR notified of initial determination: _____

b. Initial determination of facility:
Normal: _____ Abnormal: _____ Out of Service: _____

(Facility/time verification completed)

3. If instructed by the AFAAR, the certifying/verifying non-Federal technician shall proceed with the technical evaluation and measurement of the facility performance and make appropriate entries in the facility logs and technical performance records. The technical performance of facilities, systems, or equipment shall be determined by checking all certification/verification parameters required by the applicable technical maintenance orders. The certification or verification parameters are listed in the appendix of the maintenance directive for the facility being evaluated. Arrange for an observer with AFAAR or supervisor and measure all required parameters or observe at the RMM positions as applicable.

a. Observer requirement waived by the AFAAR? Yes _____ No _____

If yes, record below the name of the technicians) who last certified/verified the facility/facilities:

Facility _____ Technician _____

NOTE: NO EQUIPMENT ADJUSTMENTS ARE TO BE MADE UNTIL THE "AS-FOUND" READINGS ARE RECORDED AND/OR AFTER THE FLIGHT CHECK (IF REQUIRED) IS ACCOMPLISHED.

Check Off

b. If a transfer has occurred since the last facility visit, take the following action:

(1) If a facility is remotely monitored, contact the monitoring point and ask if there have been any short duration alarms or facility transfers indicated. _____

(2) If no transfers or intermittent alarms have occurred _____
within a period beginning 1 hour prior and ending 30 minutes after the accident, take the necessary action to certify/verify only equipment found in operation upon arrival. If there is any question about whether the standby equipment was in operation at the time of the accident, certify/verify it also. When in doubt, certify/verify.

(3) If unable to determine if there were any transfers of alarms _____
within the times specified in subparagraph (2) above or if there has been a transfer within the timeframe described in subparagraph (2) above, proceed to certify/verify the equipment (main and standby).

c. If the facility is not operational upon arrival, proceed as follows:

(1) Note the status of the monitor and transfer unit if such a unit is installed. Record the facility status in the log. (Verify monitor indications at the remote monitoring facility if practical.) _____

(2) Dial or push the reset button; do not make any adjustments. _____

(3) If the facility returns to normal, make required meter readings and log entries, then notify the control point and the AFAAR. _____

(4) If the facility fails to restore to normal after resetting it, _____
notify the AFAAR (sector manager) immediately for further instructions.

d. Facilities with published ground-check procedures shall have _____
the ground-check performed.

4. Any certification/verification parameter out of tolerance? Yes _____ No _____

a. If no, proceed to checklist paragraph 5.

b. If yes, list the facility and the name of the verification parameter:

Facility

Verification Parameter

c. Take appropriate action to remove the facility from service and advise the AFAAR of the out-of-tolerance condition. Measure and record all key performance parameters.

d. Was any key performance parameter (listed in the maintenance handbook) determined to be not germane" to the evaluation and thus not measured? Yes _____ No _____

NOTE: This must be coordinated with the AFAAR.

If yes, were details of the omission logged in the facility log? Yes _____ No _____

5. Is a flight check required? Yes _____ No _____

NOTE: Coordinate with AFAAR for this determination.

6. Specific Documentation of Data and Adjustments.

a. Meter readings shall be recorded accurately on the appropriate FAA Form 6000 series, Technical Performance Record(s), or on FAA Form 6030-1, Facility Maintenance Log(s). For RMM facilities, all required certification or verification screens shall be taken and a hard copy retained if remotely certified or verified. Each screen must be certified or verified. If the equipment involved is operational, a set of as-found readings or screens shall be recorded prior to any preventive or corrective maintenance. Normally, no such maintenance will be accomplished at a facility subject to flight check until after the flight check crew has determined the as-found condition of the facility. However, if weather or other circumstances cause the flight check to be unduly delayed and there is an urgent need to restore a failed facility to normal operation prior to flight inspection in order to make it available to other users, the decision to do so shall rest jointly with the regional AT, Flight Standards (FS), and AF division managers.

(1) This decision should be based upon the recommendations of the responsible AFAAR and the AT facility manager. If a facility subject to flight check is restored to operation preceding the start of the flight check, a set of as-left readings or screens shall be recorded and so identified following any maintenance action(s). A statement that the system, subsystem, equipment, or facility is not certified/verified for user use shall be entered following the as-left statement on the facility maintenance log.

(2) If the system, subsystem, equipment, or facility cannot be restored or is considered unreliable (in the judgment of the non-Federal technician), the certification/verification will be removed.

(3) A statement shall be entered immediately below each set of readings or each screen identifying whether they are "as found" or "as left" following . . . (specify exactly what preventive or corrective action was taken). If no adjustments or other maintenance were accomplished, a single statement will suffice, followed by a certification or verification statement if the entries were made on facility maintenance log. The statement to be used on the technical performance record is shown below:

FAA FORM 6000 SERIES AND RMM SCREENS

"I certify/verify that the above is a true record of the

_____meter readings
(Enter facility location identifier and facility type)

(Enter "as found" or "as left" or "as found and left" or "screens" at the date and time indicated.)

Check Off

(Signature) TECHNICIAN: _____ YES _____

(Title)

(Signature) OBSERVER: _____ YES _____

b. Facility maintenance log entries shall describe conditions as found in clear, concise language. A typical entry covering an instrument landing system (ILS) glide slope post-accident evaluation visit wherein no out-of-tolerance conditions were found might be as follows:

"08 1030 - The operation of the ILS glide slope on runway was checked at 0930 this date and found to be normal. Certification/verification performance parameters or screens were within established standards and tolerances and certified."

For RMM facilities, all facility maintenance log certification/verification entries shall be entered in the appropriate prime log.

c. Each log entry covering checks made as a result of an aircraft accident shall be certified/verified. The statements to be used for facility log entries are shown below:

FAA Form 6030-1 Log

"I certify/verify that this is a true and complete statement of my findings with regard to the _____ for the date _____ (identify facility/equipment) and time indicated."

NOTE: "Certify/verify" refers to the statement in paragraph 6c above, not facility certification/verification.

"The following corrective action(s) were accomplished (if applicable):"

"The following key performance parameters were not germane to this evaluation and are omitted (if applicable)."

"The _____ is _____ (system, subsystem, equipment, or facility)

(certified/verified, out-of-service, unreliable, and certification/ verification is removed in accordance with Order 6000.15C).

Check Off

TECHNICIAN: _____ YES _____
(signature)

(title)

OBSERVER: _____ YES _____
(signature)
_____ WAIVED _____
(title)

Ground Check Performed: YES _____
NOT APPLICABLE _____

d. In the event that a facility flight inspection is to be performed as a result of an accident, non-Federal personnel shall record on the FAA Form 6000 series screens and the FAA Form 6030-1 as indicated above:

- (1) Conditions "as found" before the flight check.
- (2) Concise description of all adjustments or other maintenance performed subsequent to the accident and the reason therefore.
- (3) Concise description of all adjustments made during the flight inspection.
- (4) Conditions "as left" following the flight inspection.

PART IV. NON-FEDERAL FACILITY DATA

1. Facility.

- a. Type _____
- b. Identifier _____
- c. Facility Name _____
- d. Airport Name _____
- e. Location (City & State) _____
- f. Directions to Facility _____
- g. Site Elevation (MSL) _____
- h. Antenna Elevation (AGL) _____
- i. Latitude _____
- j. Longitude _____
- k. Frequency _____
- l. FCC Licensed Power _____ Modulation Class _____
- m. License Number _____
- n. License Expiration Date _____

2. Equipment.

- a. Transmitter Manufacturer _____
- b. Transmitter Model _____
- c. Internal Monitor/Shutdown: Yes _____ No _____
- d. External Monitor/Status: Yes _____ No _____
- e. Receiver Manufacturer _____
- f. Receiver Model _____
- g. Transmitter Antenna Type/Model _____
- h. Standby Power (Type) _____

3. Contacts.

- a. Sponsor _____
- b. Sponsor's Representative:
 - (1) Name/Title _____

(2) Telephone Work/Home _____

(3) Address _____

c. Verified Maintenance Technician:

(1) Name _____

(2) Telephone Work/Home _____

(3) Address _____

(4) FCC License Number _____

d. Person in charge of monitoring location:

(1) Name _____

(2) Telephone _____

(3) Location Address _____

(4) Monitoring Hours _____

e. Federal Aviation Administration:

(1) Associated ARTCC/Telephone _____

(2) Associated AFSS/FSS Telephone _____

f. Submit required forms to appropriate Airway Facilities Office:

(1) Name **Bruce T. Skinner** _____

(2) Address **6309 S. Taxiway Circle Bldg. 2** _____

Mesa, AZ 85212-0919 _____

Telephone **480-988-1985 or Cell Phone 602-402-7254** _____

g. FAA telephone number contacts for aircraft accidents:

(1) **San Diego Maintenance Control Center (MCC) 1-800-HELP-SAN (1-800-435-7726)** _____

(2) **FAA Duty Officer (310) 725-3300** _____

(3) _____

ATTACHMENT I. FACILITY EQUIPMENT PERFORMANCE STANDARDS AND TOLERANCES.

FACILITY TYPE: _____

(NOTE: List standards and tolerances for the concerned facility type Insert Blue Pages or FAA Handbook.)

ATTACHMENT 2

Tower Equipment Inventory

1. 1 ea. Antenna, Multi-pole, TACO Communications, Model D-2272
2. 3 ea. Antenna, Multi-pole, TACO Communications, Model D-2276
3. 1 ea. Interavia Model SMU-8RAB-ATIS
4. 1 ea. SSC NDB Monitor Receiver Model MR-7A Rack Mount with MRL-7 Loop Antenna
5. 1ea. AWOS Graphical Weather Display, Vaisala, Model GWD 11 with:
1ea. HP Vectra PC, Model D4592A
1ea. Monitor, View Sonic Model VCDTS21353
1ea. Keyboard, Model SK-2502
1 ea. Mouse Model M-S34
6. 2 ea. Digital Clock (24 hour) C&G Associates LTD with GPS receiver time source
7. 1 ea. Communications Voice Switch with (3) Positions, Zetron, Model 4010R
8. 1 ea. Digital Altimeter Setting Indicator (DASI) Setra Model 370
9. 1 ea. Universal Power Supply (UPS) with Inverter, Trace Engineering, Model DR1524
10. 1 ea. Light Gun, ATS Aerospace, Model 901 with Charger, Model 922C
11. 1 ea. Light Gun, Flight-Lite, Model 970, Type B-2
12. 1 ea. Meteorological Instrument Set, RM Young, including:
1 ea. Wind Monitor, Model 05103
1 ea. Wind Tracker, Model 06201
1 ea. Temperature Monitor, Model 41372 LC/LF
1 ea. Temperature Tracker, Model 46203
1 ea. Multi-Plate Radiation Shield, Model 41002-90
13. 4 ea. Microphone, Electro-Voice, Model FA-9794/1-Special
14. 1 ea. Microphone, ICOM, Model HM-176
15. 6 ea. VHF Transmitter, General Dynamics, CM200VT
16. 5 ea. VHF Receiver, General Dynamics, CM400VR
17. 1 ea. VHF Transceiver, ICOM Model IC-A210 with PS 80 Power Supply
18. 1 ea. VHF Transceiver, Handheld, ICOM Model IC-A5
19. 1 ea. VHF Transceiver, Handheld, ICOM Model IC-A3
20. 1 ea. Digital Voice Recorder, Eventide Model VR725, with PC Workstation

ATTACHMENT 3

AWOS & NDB EQUIPMENT INVENTORY **All Weather Inc AWOS 3000, AWOS III P/T)**

A. Sensors

- A. AWOS IIIPT - All Weather Inc. AWOS 3000 (standard system)*
 - 1. DCP Site (Options)
 - a. 30 Ft. Free Standing Wind Tower (does not fold over)
 - b. Mechanical Wind Sensor
 - c. Precipitation Accumulation Sensor
 - d. UHF Data Radio (FCC licensed service)
 - e. UPS Battery (AWI DCP battery)
 - 2. CDP Site (Options)
 - a. UHF Data Radio (FCC licensed service)
 - b. KVM Extender to ATCT Cab
 - c. Printer - Dot Matrix
 - d. AWI AWOS/ ATIS Interface with remote switch located in ATCT Cab (AWI Model 2940)
 - 1. VHF Transmitter is ATCT ATIS transmitter
 - 2. Dial up Telephone line - AWOS only, not switched
 - e. External Speakers
 - f. UPS (AWI 3000)
 - 3. ATCT Cab
 - a. KVM Remote switch
 - 1. Monitor
 - 2. Keyboard
 - 3. Mouse
 - 4. Microphone
 - 5. External Speakers
 - b. Remote AWOS/ ATIS switch (AWI Model 2941)
- B. Remote Instantaneous Wind/ Temperature/ Dew Point System
 - 1. Remote Site
 - a. 30 Ft. Free Standing Wind Tower (does not fold over)
 - b. RM Young Wind Monitor, Model 05103
 - c. RM Young Relative Humidity & Temperature Probe, Model 41382VC
 - d. RM Young Multi-Plate Radiation Shield, Model 41003P
 - e. RM Young Serial Interface, Model 32400
 - f. DigiKey 900 MHz data radio (unlicensed service)
 - g. 900 MHz Yagi Antenna, Laird Model ANXY 8963
 - 2. ATCT Cab
 - a. RM Young Meteorological Translator, Model 26800
 - b. RM Young Wind Tracker, Model 46203
 - c. DigiKey 900 MHz data radio (unlicensed service)
 - d. 900 MHz Yagi Antenna, Laird Model ANXY 8963
- C. ATCT DASI - 2 each Spectra Model 370 pressure sensors**

NON DIRECTIONAL BEACON (NDB)

1 (ea.) NDB, Dual System, Southern Avionics Company, Model # SS250CVS, includes:

1. 1 (ea.) SSC Radio Beacon Control
2. 1 (ea.) SSC PC-1000A Antenna Coupler
3. 1 (ea.) Symmetrical "T" Antenna