



## **DEPARTMENT OF AIRPORTS**

# **REQUEST FOR QUALIFICATIONS**

# **PLANNING TECHNICAL ADVISORY SERVICES**

Proposals due by:

**Friday, September 17, 2021  
2:00 p.m. Pacific Saving Time**

August 6, 2021

TO: Prospective Planning and Technical Services Providers

FROM: Sherrie Antonio, Administrative Services Officer I,  
Sacramento County Department of Airports

SUBJECT: **Planning Technical Advisory Services Request for  
Qualifications (RFQ)  
Sacramento County Department of Airports**

## **I. SUMMARY AND BACKGROUND**

The County of Sacramento is the owner and operator of Sacramento International Airport hereinafter referred to as "SMF"; Mather Airport, hereinafter referred to as "MHR"; and Franklin Field hereinafter referred to as "F72", and the Sacramento County Department of Airports (Department) operates these airports; as well as, Sacramento Executive Airport, hereinafter referred to as "SAC" under a lease with the City of Sacramento; collectively the "County Airport System" all located in the County of Sacramento. SMF is a Part 139-certificated medium-hub airport with several scheduled airlines, MHR serves cargo and general aviation operations, and F72 is used primarily for training purposes. SAC has general and business aviation usage.

The airports maintained by the Department have airfields subject to FAA guidelines and regulations in regards to design and maintenance. The Department requires an Agreement to provide airport planning-related services for individual agreements for various future projects as generally described within this RFQ.

The Department is soliciting Statements of Qualifications (SOQ) from qualified planning consulting firms (Consultant(s)) to provide a wide variety of planning related services at the Department's commercial service and general aviation/reliever airports, with a primary emphasis on the following areas: Environmental Planning and Associated Considerations – including, but not limited to, Regulatory agencies and compliance (National Environmental Policy Act (NEPA), US Army Corp of Engineers, US Fish and Wildlife Service, California Environmental Quality Act (CEQA), California Department of Fish and Wildlife, Federal Aviation Administration (FAA), and Federal Aviation Regulations, including Section 163), and specifically including subject areas of sustainability, air quality, Per- and Polyfluoroalkyl Substances (PFAS),

stormwater pollution prevention plans, habitat conservation, wetland delineations and airport land release processes.

The top-rated firm will be awarded a contract under this RFQ. Selected Consultant will enter into a contract for professional services with a maximum total payment not to exceed \$2,000,000. The Agreement for Consulting Planning Technical Advisory Services (Agreement) will be for an initial three (3) year period with one (1) two-year extension option. The Consultant will provide project-specific proposals when requested and perform the proposed services on an "on-call" basis. Projects will focus on producing reports, memos, and technical documents for review and approval by Department staff, as well as field work both within and outside the secure Air Operations Area (AOA). Some of the assigned work may be funded under the FAA Airport Improvement Program (AIP). The currently approved Capital Improvement Program (CIP) for the Department is published on the Sacramento County website at the address below for reference:

<https://insidebdm.saccounty.net/AnnualBudgets/2021-22BudgetInformation/Pages/default.aspx>

Examples of project areas in which the Department may ask the Consultant to perform include the below items with a primary emphasis on:

Environmental Planning and Associated Considerations – including, but not limited to, Regulatory agencies and compliance (National Environmental Policy Act (NEPA), US Army Corp of Engineers, US Fish and Wildlife Service, California Environmental Quality Act (CEQA), California Department of Fish and Wildlife, Federal Aviation Administration and Federal Aviation Regulations, including Section 163), and specifically including subject areas of sustainability, air quality, PFAS, stormwater pollution prevention plans, habitat conservation, wetland delineations and airport land release processes.

Additional areas include:

- |  |                                   |
|--|-----------------------------------|
| • Air Cargo                                | • Airside and Landside Design     |
| • Airport GIS and Mapping                  | • Airspace Analysis               |
| • Airport Land Use                         | • Aviation Activity Assessments   |
| • Airport Layout Plans/eALP                | • Capital Improvement Programming |
| • Airport Noise Contours                   | • Commercial Development          |
| • Airport System Planning                  | • Construction Delivery Methods   |
| • Airport Pedestrian and Traffic Flow      | • Customer Facility Charge (CFC)  |
| • Airport Roadways                         | • Facility Site Evaluations       |
| • Airport Zoning and Regulatory Ordinances | • FBO/GA Facilities Planning      |

- Feasibility and Alternatives Analysis
- Flight procedures – including, but not limited to, feasibility, design, development, procurement, and construction of any related equipment and improvements
- Full spectrum of NAVAIDs, including but not limited to; siting, feasibility, design, development, procurement, and construction of any related equipment and improvements, etc.
- Ground Transportation
- Heliport Planning and Design
- Infrastructure Planning
- Master Planning
- Natural Resources
- NEPA (specific to experience with FAA)
- Noise Technical Support
- Parking Lot Optimization
- Passenger Conveyance
- Planning-level Cost Estimates
- Pre-Engineering to Support Airport Planning
- Public Private Partnerships
- Regulatory Permitting
- Rental Car Facilities
- Runway Extension
- Security Plans
- Sustainability Rating Systems (LEED and Envision)
- Terminal Area Planning
- Utility, Drainage, and Site Evaluation
- Wayfinding

The SOQ submitted will be made part of the Agreement awarded from this RFQ. Any Agreement is subject to provisions of Executive Order 11246 (Affirmative Action to Ensure Equal Employment Opportunity) and to provisions of Department of Transportation Regulations 49 CFR Part 23 (Disadvantaged Business Enterprise Participation).

The Department reserves the right in its sole and absolute discretion to choose or reject any or all SOQ's either on the basis of evaluation of the factors listed in the RFQ or for other reasons deemed appropriate. All costs associated with submitting a SOQ shall be borne solely by the proposing Consultant(s) and will not be reimbursed by the Department.

All responses to this RFQ shall be considered valid for sixty (60) days following the last day for submitting an SOQ.

## **II. PROJECT PURPOSE AND DESCRIPTION**

The Department intends to enter into an agreement with a qualified Consultant as outlined in the sample Agreement provided as Attachment A to this RFQ.

### **III. PROJECT SCOPE**

#### **A. Description of services:**

1. Consultant agrees to provide project-specific proposals when requested by the Department's Project Manager and to perform the proposed services on an "on-call" basis when authorized by the Director.
2. The Director, or designee, may negotiate with Consultant and approve reasonable modifications in tasks, work products, schedules, milestones, and staff assignments so long as such modifications are within the general scope of services provided under this Agreement, do not exceed the Maximum Total Payment Amount, and are determined to be in the best interest of Department.

#### **B. Schedule:**

Consultant shall perform the services in an expeditious manner in accordance with a mutually acceptable schedule developed between Department and Consultant.

#### **C. Responsibilities of County and Consultant for scope:**

1. The Department, or its authorized representatives, shall review all documents submitted by Consultant and render decisions pertaining thereto as promptly as is reasonable under the circumstances at the time in order to avoid unreasonable delay of the progress of Consultant. Department shall furnish information and services as required by this Agreement and shall render approvals and decisions as expeditiously as is reasonable necessary under the circumstances at the time for the orderly progress of the Consultant's services and of the project.
2. Consultant shall be solely responsible for the quality and accuracy of its work and the work of its subcontractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by the Department shall not be deemed to constitute acceptance or waiver by the County of any error or omission as to such work. Consultant shall coordinate the activities of any subcontractors and is responsible to ensure that all plans, drawings, and specifications are coordinated and interface with the other applicable plans,

drawings, and specifications to produce a unified, workable, and acceptable whole functional product.

D. Authority of Consultant performing scope of work:

Consultant is retained to provide and perform the scope of services covered by this Agreement. Consultant, including Consultant's assigned personnel, shall have no authority to represent County or County staff at any meetings of public or private agencies unless an appropriate County official provides prior written authorization for such representation which outlines the purpose, scope and duration of such representation. Consultant shall possess no authority or right to act on behalf of County in any capacity whatsoever as agent, nor bind County to any obligations whatsoever. County is responsible for making all policy and governmental decisions related to the work covered by this Agreement.

E. Publication of documents and data:

Consultant shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of the County without the prior written consent of County, however, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either the County or Consultant.

F. Project personnel:

In the performance of the services hereunder, Consultant shall provide the personnel as set forth as proposed. Any change in such personnel or reassignment in their project responsibilities must be agreed to in writing by the Director or their authorized representative before any such change may be made.

#### **IV. TERM AND EFFECTIVE DATE OF THE AGREEMENT**

The Department intends to award an Agreement that will begin on January 1, 2022. The initial term of the Agreement will be for three (3) years, with one (1) option to extend the term for two (2) years, for a possible total term of five (5) years.

## **V. HOW TO OBTAIN A COPY OF THE RFQ**

Complete sets of the RFQ are available free of charge by visiting our website at [http://www.sacramento.aero/scas/opportunities/bids\\_and\\_requests/](http://www.sacramento.aero/scas/opportunities/bids_and_requests/). Hard copy sets of the RFQ are available by submitting an email request to Sherrie Antonio at [Antonios@saccounty.net](mailto:Antonios@saccounty.net) between 8:00 a.m. and 3:00 p.m. PDT, Monday through Friday. All email requests must include the following information:

- A. Name of requestor
- B. Mailing address of requestor
- C. Phone number of requestor

Addenda to this RFQ, if issued, will be posted on the above website. **It shall be each consultant's responsibility to check the website to obtain all addenda that may be issued.**

## **VI. DEADLINE**

Submit one (1) original and five (5) hard copies of the submittal, along with one (1) digital pdf copy of the submittal (Adobe Acrobat or compatible program) on a portable media device, in a sealed envelope clearly marked, **"Statement of Qualifications for Planning Technical Advisory Services"**, at the location and by the deadline stated below. All late responses will be rejected.

Date: Friday, September 17, 2021  
Time: 2:00 PM Pacific Daylight Time  
Location: Sacramento County Department of Airports  
Attention: Sherrie Antonio  
6741 Lindbergh Drive  
Sacramento, CA 95837-1109

## **VII. FORMAT OF STATEMENT OF QUALIFICATIONS**

SOQ submitted in response to this solicitation must be prepared in the following format and must address the contents in Sections **VIII, IX, X, XI, and XII** listed below. The SOQ must be signed by an authorized employee or officer in order to receive consideration.

- A. COVER LETTER FOR SOQ: A cover letter must be included with the SOQ and must be signed by an individual who is authorized
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to contractually bind the Consultant. The cover letter must be submitted on business letterhead and contain the following information:

1. Name and address of Consultant;
  2. Name, telephone number, and e-mail address of a contact person;
  3. Name, title, address, telephone number, and e-mail address of the individual(s) with authority to execute a binding agreement on behalf of the Consultant;
  4. Understanding of work to be performed, the commitment to perform the work, and why the Consultant believes it is the best qualified in this request;
  5. Acknowledgement of any Addenda that may be issued;
  6. Acknowledge review of the proposed Agreement form provided as Attachment A to this RFQ and incorporated herein;
  7. Include a statement the Consultant agrees to the Agreement format, its content and all requirements as presented including professional liability insurance limits; and
- B. REQUIRED DOCUMENTATION AND FORMS: In addition to the Cover Letter, the following documentation and forms must be completed and included with the SOQ and received by the Department by the SOQ due date:
1. One (1) un-bound, reproducible original SOQ marked "Original";
  2. Five (5) printed and bound copies of the SOQ. The SOQ submitted shall be securely bound and consist of the following documents in the sequence shown in sections **VIII**, **IX**, **X**, **XI**, and **XII** below;
  3. A digital pdf copy (Adobe Acrobat or compatible program) of the SOQ on a portable media device (such as a flash drive);
  4. County of Sacramento Contractor Certification of Compliance Form provided as Attachment B to this RFQ; and



5. Contractor Identification Form provided as Attachment C to this RFQ.
- C. PAGE LIMIT: SOQ must be typed or printed in a font no smaller than eleven (11) point, on 8.5" by 11" paper. The SOQ should be concise and must not exceed forty (40) pages; single sided, including any marketing materials.

The following items are not included in the page limit count:

1. Cover page;
2. Cover letter;
3. Staff resumes;
4. Consultant team organization chart;
5. County of Sacramento Contractor Certification of Compliance Form provided as Attachment B to this RFQ; and
6. Contractor Identification Form provided as Attachment C to this RFQ.

## **VIII. MINIMUM QUALIFICATIONS**

The Department's principle objective for this Agreement is to ensure key individuals provided by the selected firm are capable of quickly and comprehensively analyzing Department needs and potential opportunities. The key individuals must also possess training, experience, and expertise in all commonly recognized and current methods, guidance, and regulations governing airport planning and be able to convey complex planning and airport related issues and recommendations to the Department in concise, non-technical terminology.

The SOQ should include, but not be limited to, the Consultant's technical experience and capabilities of the Consultant's team on similar contracts, experience and capabilities of sub-Consultant(s) (if any), familiarity with FAA circulars, resource availability and ability to meet possible project demands, and specific qualifications that would make selection of a Consultant best in the interest of the Department.

The Consultant's contract manager (Consultant Manager) must be clearly identified in the submittal. Consultant shall include a statement that

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the Consultant Manager shall not be replaced during the life of this contract without the prior written consent of the Department.

The SOQ must detail specific abilities and experience with the various projects considered core competencies (described below) at other airports in the United States in the last five (5) years. Firms that do not employ key individuals possessing experience in preparing projects considered core competencies should provide evidence that listed subcontractors have the necessary additional abilities.

Core Competencies:

- A. Air Cargo Planning
- B. Airfield Planning
- C. Airport Roadway Planning
- D. Commercial Development
- E. National Environmental Policy Act (NEPA) with FAA and state regulatory agency experience
- F. State and Federal PFAS regulatory and compliance requirements
- G. Pre-Engineering to support Airport Planning
- H. Rental Car Facility (New facilities, CFC, Lease Negotiations, Delivery Methods)
- I. Terminal Area Planning
- J. Wayfinding (internal and external)

Consultants submitting an SOQ must, at a minimum, possess demonstrable skills, detailed knowledge, and applied experience in the following areas:

- A. Demonstration of the team's ability and experience to address the core competencies listed above.
- B. FAA Advisory Circulars, regulations and correspondence pertaining to planning, design, construction, project management, and environmental.

- C. Similar contracts providing consulting services under FAA Advisory Circular AC 150/5100-14 (current revision);
- D. Planning, pre-engineering and pre-design, and environmental for the various types of airports under control of the Department;
- E. FAA processes and procedures relating to project development, grant applications, and use of FAA documents in preparation of plans and specifications; and project status reports.

If the Consultant Manager or primary contact ceases employment with the selected firm during the project, the Department reserves the right to interview the replacement personnel, and to terminate the Agreement if not satisfied with those personnel.

At a minimum, experience of the following staff shall be submitted:

- A. Consultant Director: A detailed description of the proposed Consultant Director's experience on similar contracts/projects (in scope, cost, and complexity). Include a complete list of similar projects managed by this person for the last five years. If work was performed during employment by another firm, provide that firm's name, address, and telephone number of a client contact person on each project. A resume containing the specified information may be included to satisfy this requirement.
  - B. Consultant Manager: A detailed description of the proposed Consultant Manager's experience on similar contracts/projects (in scope, cost, and complexity). Include a complete list of similar projects managed by this person for the last five (5) years. If work was performed during employment by another firm, provide that firm's name, address, and telephone number of a client contact person on each project. A resume containing the specified information may be included to satisfy this requirement.
  - C. Key Project Team Members(s): A brief description of the Key Project Team Members(s) and their experience on similar projects (in scope, cost, and complexity). Include a complete list of the firm's work under direction of the Key Project Team Members(s) on projects similar to those listed in the core competencies for the last five (5) years and the name, address and telephone number of a client contact person. Resumes containing the specified information may be included to satisfy this requirement.
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- D. Key Sub-Consultant(s): If sub-Consultant(s) are to be used for major portions of this project, provide a complete list of projects in which the sub-Consultant(s) has performed similar work for the last five (5) years and the name, address, and telephone number of a client contact person.

## **IX. STATEMENT OF QUALIFICATIONS**

The selected proposer must successfully demonstrate the capability to provide Engineer Consulting services. SOQ&E to this RFQ should contain sufficient information to demonstrate qualifications and experience, cite previous examples of success, and must respond to the following questions and include the following information:

### **A. COMPANY QUALIFICATIONS**

1. Describe the company and how it meets the minimum requirements of this RFQ;
2. Who are your major competitors and how do you differentiate yourself from them; and
3. Explain how you will provide the County a value added advantage in service and technology.

## **X. PROPOSED FEE SCHEDULE**

Proposer shall provide a proposed Fee Schedule. Please include the hourly rates for the Agreement. Clearly identify any overhead multipliers or other fees not covered by the stated hourly rates, if applicable. The terms of the resulting Agreement will be subject to negotiation with the successful entity.

## **XI. REFERENCES**

Provide the following information for at least five (5) clients with direct experience with your firm, within the last seven (7) years that can be contacted to provide a reference:

- A. Company name
- B. Contact name

- C. Contact title
- D. Address
- E. E-mail address
- F. Telephone number

Note that the Department reserves the right to contact past or current clients not listed as references.

## **XII. RFQ TIMELINE**

The table below describes the estimated timeline for the RFQ process through award of Agreement:

<b>Dates</b>	<b>Event</b>
August 6 2021	Issuance of RFQ
August 27, 2021	Deadline for submitting questions
September 3, 2021	Addenda issued, if necessary
September 17, 2021	SOQ due date
September 29, 2021	Interview invitation letters sent to proposers,if necessary
October 12, 2021	Interviews if necessary
December 14, 2021	Recommendations of selection presented to County Board of Supervisors
January 4, 2022	Effective date of Agreement with Selected Consultant(s)

### **XIII. EVALUATION OF QUALIFICATIONS**

The RFQ evaluation process will include a specific focused review of each SOQ. Each SOQ will be evaluated against other SOQs received.

<b>CRITERIA</b>	<b>MAXIMUM POINTS</b>
Technical experience of the Consultant Director, Consultant Manager, and Consultant team (including sub-consultant(s), if any), with emphasis on projects similar to those listed as Core Competencies.	20
Management and technical experience of the Consultant Manager, with emphasis on similar contracts and airports to those in the Department.	20
Ability to provide necessary staff. Approach to providing periodic, on-call technical advisory services, task management, and task monitoring.	20
Consultant capacity, balance of firm/team members, and proposed organizational approach and references on previous similar contracts.	20
Consultant understanding of the Department's System of Airports, associated projects and issues regarding the Core Competencies.	10
Quality and clarity of materials submitted.	10

Upon completion of this review, the evaluation committee retains the right to conduct interviews.

Potential interviews will follow the format outlined below:

If invited to interview, Consultant will also receive a request to prepare a scope of work responding to a planning scenario, with a deadline to respond within one (1) calendar week. The submittal is to include the purposed method, scope of services, personnel assigned, and schedule.

There will be two (2) parts to each interview:

- A. Consultant will have up to fifteen (15) minutes to present on the Consultant's organizational culture and approach to responding to the services described within the RFQ and the Consultant team's experience in meeting the Core Competencies.

- B. A forty-five (45) minute discussion facilitated by the selection panel including a discussion of the scope of work previously submitted.

The Consultant Manager must be present at the interview and demonstrate their leadership skills during the interview.

The Department will finalize the recommendation for award of the contract based on evaluation of both the SOQs and performance during the interview.

The Department reserves the right to reject any and all SOQ; to request clarification of information submitted; to request additional information from respondents; and to waive any irregularity in the submission and review process. Only those firms or individuals judged by the Department to demonstrate suitable competence in the subject area will be considered for selection.

#### **XIV. QUESTIONS**

All inquiries regarding this RFQ must be directed in writing, via e-mail to Sherrie Antonio at [Antonios@saccounty.net](mailto:Antonios@saccounty.net) no later than August 27, 2021 at 2:00 PM, Pacific Daylight Time. If modifications or clarifications to this RFQ are necessary, the Department will post an addendum to our website at [http://www.sacramento.aero/scas/opportunities/bids\\_and\\_requests/](http://www.sacramento.aero/scas/opportunities/bids_and_requests/).

Contact with any County representative (other than the designated contact person identified above) during this solicitation process is cause for disqualification.

#### **XV. CONDITIONS**

##### **A. FAA GENERAL CONTRACT PROVISIONS FOR SOLICITATIONS**

The Consultant shall, at all times during the term of the Agreement, comply with the provisions, of the "FAA General Contract Provisions for Solicitations".

1. Notice Of Requirement For Affirmative Action To Ensure Equal Employment Opportunity
  - a. The offeror's or bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal

Employment Opportunity Construction Contract Specifications” set forth herein.

- b. The goals and timetables for minority and female participation, expressed in percentage terms for the Consultant’s aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 16.1%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Consultant’s construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Consultant performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Consultant also is subject to the goals for both its federally involved and non-federally involved construction.

The Consultant’s compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Consultant shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Consultant to Consultant or from project to project for the sole purpose of meeting the Consultant’s goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- a. The Consultant shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name,



address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

- b. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Sacramento County.

## 2. Buy American Preference

The Consultant agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder must complete and submit the Buy America certification included herein with their bid or offer. The County will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

## 3. Title VI Solicitation Notice

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

## 4. Davis-Bacon Requirements

The Davis-Bacon Act ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor 2 CFR § 200, Appendix II(D); 29 CFR Part 5.

## 5. Certification of Bidder Regarding Debarment

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

## 6. Disadvantaged Business Enterprise

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

## 7. Trade Restriction Certification

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

- a. is not owned or controlled by one (1) or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- c. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

The offeror/ Consultant must provide immediate written notice to the owner if the offeror/ Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become

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erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the owner cancellation of the contract or subcontract for default at no cost to the owner or the FAA.

## 8. Certification Regarding Lobbying

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

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

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

## 9. Procurement of Recovered Material

Consultant and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the CONSULTANT and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- b. The Consultant has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the Consultant can demonstrate the item is:

- a. Not reasonably available within a timeframe providing for compliance with the contract performance schedule; or
- b. Fails to meet reasonable contract performance requirements; or
- c. Is only available at an unreasonable price.

## B. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The County of Sacramento encourages all business, including those owned and controlled by one (1) or more socially and economically disadvantaged individuals that can provide the desired consulting services, to submit their SOQ. If you are currently certified as a DBE, please include a copy of your DBE certification letter along with your SOQ. This information will be used for DBE utilization tracking purposes only. If you are a business owned and controlled by one (1) or more socially and economically disadvantaged individuals and you are not currently certified as a DBE firm,

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but wish to receive information on how to become certified, please contact the State of California, Department of Transportation, Civil Rights Program at either 916-324-1700 or 866-810-6346. You may also visit the following website: <http://www.dot.ca.gov/hq/bep/index.htm>.

#### C. DEPARTMENT'S RIGHT TO NEGOTIATE AGREEMENTS

The Department reserves the right to negotiate Agreements with companies outside of the RFQ process, even if such companies did not participate in the RFQ process.

#### D. AMERICANS WITH DISABILITIES ACT

The Department is required by the Americans with Disabilities Act to make all of its public meetings accessible to persons with disabilities.

#### E. CALIFORNIA PUBLIC RECORDS ACT

Notwithstanding any other claim of confidentiality or assertion that information is proprietary in an entity's submission, any entity submitting their Proposal acknowledges that Sacramento County is subject to the disclosure requirements of the California Public Records Act (Government Code Section 6251, et seq) (CPRA) and that any documents provided by Consultant to the County will ultimately be considered public records, as defined in Government Code Section 6252 subject to disclosure under the CPRA, provided, however, that County shall give written notice to the entity at the address included in its submission of any request for the disclosure of such records, together with a copy of the CPRA request. If the entity does not consent to such disclosure, then the entity shall have five (5) days from the date it receives such notice to enter into an agreement with the County, satisfactory to the County Counsel, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by County in any legal action to compel the disclosure of such information under the CPRA. The entity shall have sole responsibility for providing the defense against disclosure of such documents. The parties understand and agree that any failure by the entity to respond to the notice provided by County and / or to enter into an agreement with County shall constitute a complete waiver by the entity of any rights regarding the nondisclosure of such documents and such information shall be disclosed by County pursuant to applicable procedures required by the CPRA.

Without regard to the foregoing, it is the County's policy that SOQ's submitted by Consultant are public records once a recommendation from the selection committee has been made to the County Board of Supervisors.

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## F. TAXATION

CONSULTANT shall cooperate with the County in all matters relating to taxation and the collection of taxes. It is the policy of the County to self-accrue use tax associated with its contracts. The use tax which is self-accrued will be remitted to the California State Board of Equalization designating the County as the place of business for the purpose of allocating local sales and use taxes.

## G. NO CONFIDENTIAL OR PROPRIETARY INFORMATION

All information given to the Department or the review panel in any correspondence, discussion, meeting or other communication before, with or after submission of a Proposal, either orally or in writing, will not be deemed to have been, given in confidence and may be used or disclosed to others for any purpose at any time without obligation or compensation and without liability by the Department of any kind whatsoever. Under the laws of the State of California and the federal Freedom of Information Act, a Proposal submitted may be considered a public record after the selection of a Consultant and execution of the Agreement and, will be available for inspection and copying by any person after award of the Agreement. Evaluation scoring forms used by the review panel are likewise considered public information subject to the California Public Records Act (California Government Code Sections 6250 through 6276.48) and the Federal Freedom of Information Act, and will be available upon request after execution of an Agreement for services pursuant to this RFQ.

## **XVI. BACKGROUND CHECKS**

The Consultant's staff that will be working on-site unescorted, or who require access to County systems must pass the airport background check.

## **XVII. NEGOTIATION OF AGREEMENT**

Upon determination of the most qualified firms, the Department will request preparation of Consultant(s) charges and fees to be used for the first year of the contract. Department staff will separately prepare their estimate of Consultant(s) charges and fees. The staff estimate will remain confidential until award of an Agreement or failure to negotiate charges for Consultant(s) services.

Upon selection of the most qualified Consultant(s), the Consultant(s)' cost estimate and charge rates will be compared to those estimated by

Department staff. Actual rates to be paid will be negotiated between Department staff and the Consultant(s). If negotiations are not successful, the next-ranked firm will be contacted for negotiation of rates.

After successful completion of negotiations, the Department will prepare an Agreement with the Consultant(s), which will then be submitted to the County Board of Supervisors for approval. There will be no contractual agreement between the selected Consultant(s) unless and until the Board of Supervisors accepts and approves the Agreement.

At end of the first year of the Agreement, the Department will review status of the contract and will allow the Consultant(s) to renegotiate rates for remaining years of the Agreement. At the end of the third year of the Agreement, the Department may extend the Agreement for an additional two (2) years.

All work done under this Agreement will be based on the negotiated rates for personnel time, reproduction costs, travel, lodging, subsistence, and other expenses. Payment(s) will be made based on the actual number of hours for employees and costs for services as reproduction, travel, lodging, etc. No additional services may be provided or will be paid for without the prior written authorization of the Director.

Exclusive agreements between prime Consultant(s) and sub-consultant(s) are prohibited. The Department reserves the right to request addition and/or removal of individual sub-consultant firms from the proposed Consultant(s) teams. In addition, the Department may, at its sole discretion, select another consulting firm as a peer review advisor for the purpose of evaluating the draft work products produced by the Consultant(s).

The selected Consultant(s) shall execute an Agreement with the County using the standard Agreement promulgated by the Office of the County Counsel. The Agreement must be reviewed and approved by County Counsel prior to the County Board of Supervisors (Board) review and approval. It is anticipated that the Agreement will be encumbered before the end of January 2022.

## **XVIII. CONTRACT WORK**

All work under this Agreement will be performed through Task Orders issued to the Consultant. When Department staff determines the need for planning services under this Agreement, the Department will notify the consultant who will submit a Task Order proposal which shall include a scope of work detailing specific tasks or activities to be completed, provide a

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schedule for completion, and give a maximum cost for accomplishing the work. Task Order costs will be determined after discussions between the Consultant and Department staff and a cost estimate is prepared by the Consultant. Upon review and approval, the Consultant will be instructed in writing to initiate the requested work. The appropriate Department staff will determine when task order assignments have been satisfactorily completed.

During the life of this Agreement, the Department may request Task Orders for specific projects. Although there is no guarantee that Task Orders will be requested under this Agreement, it is possible that Task Orders may be requested for concurrent work on multiple projects.

The Consultant shall not perform or undertake any work that is not indicated or addressed in the Task Order. The Consultant shall immediately notify the Department of any condition or event that may interfere with completion of the work, or which may require a modification to the Task Order. Department staff will, in a reasonable time, provide written direction to the Consultant clarifying any required adjustment to the Task Order. Any unauthorized modification of the Task Order, work in excess of that provided in the Task Order, or changes and additions not authorized in writing by the Department will not be considered for payment.

**Attachments:**

- A. *Agreement for Planning Technical Advisory Services*
  - B. *County of Sacramento Contractor Certification of Compliance Form*
  - C. *Contractor Identification Form*
  - D. *FAA General Contract Provisions for Solicitations*
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## **Attachment A**

### **AGREEMENT FOR PLANNING TECHNICAL ADVISORY SERVICES**

## **Attachment A**

### **AGREEMENT FOR PLANNING TECHNICAL ADVISORY SERVICES, SACRAMENTO INTERNATIONAL AIRPORT, COUNTY OF SACRAMENTO**

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and \_\_\_\_\_, hereinafter referred to as "CONSULTANT."

#### **RECITALS**

**WHEREAS**, the County of Sacramento is the owner and operator of Sacramento International Airport hereinafter referred to as "SMF"; Mather Airport, hereinafter referred to as "MHR"; and Franklin Field hereinafter referred to as "F72", and the Sacramento County Department of Airports (Department) operates these airports as well as Sacramento Executive Airport, hereinafter referred to as "SAC" under a lease with the City of Sacramento; collectively the "County Airport System" all located in the County of Sacramento; and

**WHEREAS**, the Department desires to obtain the services of a consulting engineer firm to provide airfield architectural, civil, structural, mechanical, electrical, security electronics, environmental, geotechnical design and construction monitoring services for individual projects for various future design contracts in airports; and

**WHEREAS**, the Department issued and publically advertised a Request for Qualifications (RFQ) for Planning Technical Advisory Services, and

**WHEREAS**, CONSULTANT has the necessary qualifications, experience, technical facilities, and personnel to accomplish the objectives set forth in the RFQ; and

**WHEREAS**, the services described herein are not services provided by COUNTY employees and are therefore not subject to the requirements of County Charter Section 71-J; and

**WHEREAS**, pursuant to Sacramento County Code section 2.61.440, the department or agency which has authority to execute this Agreement on behalf of COUNTY has authority to amend this Agreement so as to increase the maximum payment amount, provided that such increase does not exceed the lesser of ten percent (10%) of the annual payment amount or \$25,000.

**WHEREAS**, by Resolution \_\_\_\_ - \_\_\_\_, the Sacramento County Board of Supervisors authorized the Director of Airports(Director), to execute the Agreement for Planning Technical Advisory Services (Agreement), on behalf of the COUNTY with CONSULTANT; and

**WHEREAS**, COUNTY and CONSULTANT desire to enter into this Agreement on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth, COUNTY and CONSULTANT agree as follows:

**I. SCOPE OF SERVICES**

CONSULTANT shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

**II. TERM**

This Agreement shall be effective and commence as of January 1, 2022 and shall end on December 31, 2025.

The COUNTY shall have one (1) separate two (2) year option to extend the Term. If COUNTY elects to extend the Term, COUNTY will provide notice to CONSULTANT at least sixty (60) days prior to the expiration of the Term. Any extensions to the term must be mutually agreed to by the parties in writing.

**III. NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

Director  
Sacramento County  
Department of Airports  
6900 Airport Boulevard  
Sacramento, CA 95837

TO CONSULTANT

Name\_\_\_\_\_  
Address\_\_\_\_\_

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

#### **IV. COMPLIANCE WITH LAWS**

CONSULTANT shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

#### **V. GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

#### **VI. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING**

- A. CONSULTANT shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.
- B. CONSULTANT further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in Federal, State or County government contracts. CONSULTANT certifies that it shall not contract with a subcontractor that is so debarred or suspended.

#### **VII. PERFORMANCE STANDARDS**

CONSULTANT shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONSULTANT'S services.

## **VIII. OWNERSHIP OF WORK PRODUCT**

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONSULTANT hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONSULTANT may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONSULTANT'S services and are not designed for use other than what is intended by this Agreement.

## **IX. STATUS OF CONSULTANT**

- A. It is understood and agreed that CONSULTANT (including CONSULTANT'S employees) is an independent CONSULTANT and that no relationship of employer-employee exists between the parties hereto. CONSULTANT'S assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this Agreement; and as an independent CONSULTANT, CONSULTANT hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.
- B. It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONSULTANT for accomplishing the results.
- C. If, in the performance of this agreement, any third persons are employed by CONSULTANT, such person shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by

CONSULTANT, and the COUNTY shall have no right or authority over such persons or the terms of such employment.

- D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither the CONSULTANT nor CONSULTANT'S assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONSULTANT shall not be covered by worker's compensation; nor shall CONSULTANT be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the COUNTY to employees of the COUNTY.
- E. It is further understood and agreed that CONSULTANT must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONSULTANT'S assigned personnel under the terms and conditions of this agreement.
- F. Notwithstanding subparagraphs (A) and (E), it is further understood and agreed that COUNTY shall withhold seven percent (7%) of all income paid to CONSULTANT under this agreement for payment and reporting to the California Franchise Tax Board because CONSULTANT does not qualify as (1) a corporation with its principal place of business in California, (2) a partnership with a permanent place of business in California, (3) a corporation qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

**X. CONSULTANT IDENTIFICATION**

CONSULTANT shall provide the COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: CONSULTANT'S name, address, telephone number, social security number, and whether dependent health insurance coverage is available to CONSULTANT.

**XI. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS**

- A. CONSULTANT'S failure to comply with State and Federal child, family and spousal support reporting requirements regarding a CONSULTANT'S employees or failure to implement lawfully served

wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.

- B. CONSULTANT'S failure to cure such default within ninety (90) days of notice by COUNTY shall be grounds for termination of this Agreement.

## **XII. BENEFITS WAIVER**

If CONSULTANT is unincorporated, CONSULTANT acknowledges and agrees that CONSULTANT is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONSULTANT or any employee or agent of CONSULTANT seek to obtain such benefits from COUNTY, CONSULTANT agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

## **XIII. RETIREMENT BENEFITS/STATUS**

CONSULTANT acknowledges and agrees that COUNTY has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System (SCERS) retirement benefits during the term of this Agreement. By entering into this Agreement, CONSULTANT assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will be occasioned as a result of the services provided by CONSULTANT under this Agreement. CONSULTANT waives any rights to proceed against COUNTY should SCERS modify or terminate retirement benefits based on CONSULTANT'S provision of services under this Agreement.

## **XIV. CONFLICT OF INTEREST**

CONSULTANT and CONSULTANT'S officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be



financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

**XV. LOBBYING AND UNION ORGANIZATION ACTIVITIES**

- A. CONSULTANT shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with State funds granted to COUNTY, CONSULTANT shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

**XVI. GOOD NEIGHBOR POLICY**

- A. CONSULTANT shall comply with COUNTY'S Good Neighbor Policy. CONSULTANT shall establish good neighbor practices for its facilities that include, but are not limited to, the following:
  - 1. Provision of parking adequate for the needs of its employees and service population;
  - 2. Provision of adequate waiting and visiting areas;
  - 3. Provision of adequate restroom facilities located inside the facility;
  - 4. Implementation of litter control services;
  - 5. Removal of graffiti within seventy-two (72) hours;
  - 6. Provision for control of loitering and management of crowds;
  - 7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
  - 8. Participation in area crime prevention and nuisance abatement efforts; and
  - 9. Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY'S individualized

assessment of CONSULTANT'S facility, services and actual impacts on the neighborhood in which such facility is located.

- B. CONSULTANT shall identify, either by sign or other method as approved by the Director, a named representative who shall be responsible for responding to any complaints relating to CONSULTANT'S compliance with the required good neighbor practices specified in this Section. CONSULTANT shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by Director.
- C. CONSULTANT shall comply with all applicable public nuisance ordinances.
- D. CONSULTANT shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONSULTANT'S site is located.
- E. If COUNTY finds that CONSULTANT has failed to comply with the Good Neighbor Policy, COUNTY shall notify CONSULTANT in writing that corrective action must be taken by CONSULTANT within a specified time frame. If CONSULTANT fails to take such corrective action, COUNTY shall take such actions as are necessary to implement the necessary corrective action. COUNTY shall deduct any actual costs incurred by COUNTY when implementing such corrective action from any amounts payable to CONSULTANT under this Agreement.
- F. CONSULTANT'S continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with COUNTY.

**XVII. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES**

- A. CONSULTANT agrees and assures COUNTY that CONSULTANT and any subcontractors shall comply with all applicable Federal, State, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, gender, gender identity, age

(over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONSULTANT shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.

- B. CONSULTANT represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONSULTANT agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.
- D. CONSULTANT shall include this nondiscrimination provision in all subcontracts related to this Agreement.

#### **XVIII. INDEMNIFICATION**

- A. To the fullest extent permitted by law, for work or services provided under this Agreement, CONSULTANT shall indemnify, defend, and hold harmless COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents (collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by COUNTY directly attributable to the performance of CONSULTANT, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, CONSULTANT'S subcontractors at any tier, or any other party for which CONSULTANT is legally liable under law.
- B. The right to defense and indemnity under this section arises upon occurrence of an event giving rise to a claim and tendered in writing to CONSULTANT. CONSULTANT shall defend Indemnified Parties with counsel reasonably acceptable to COUNTY.

- C. Notwithstanding the foregoing, the parties expressly agree that CONSULTANT'S defense obligation under this indemnity obligation shall require CONSULTANT to defend the Indemnified Parties until any of the following occur: (1) the judgment has become final by a Court of Competent Jurisdiction, (2) other mutually agreeable dispute resolution or settlement process establishing the proportionate percentage of fault of the parties under law. In the event that fault is apportioned between COUNTY and CONSULTANT, CONSULTANT'S final cost of defense shall not exceed its proportionate percentage of fault. To the extent that CONSULTANT'S cost of defense exceeds its proportionate percentage of fault, COUNTY shall reimburse CONSULTANT. If requested by COUNTY, CONSULTANT agrees to participate, at its own expense, in the defense of a claim to provide testimony or to produce documents or other relevant information.
- D. To the extent permitted by law, this indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONSULTANT or CONSULTANT'S subcontractors at any tier.
- E. Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
- F. The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

## **XIX. INSURANCE**

Without limiting CONSULTANT'S indemnification, CONSULTANT shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONSULTANT to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to CONSULTANT under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

**XX. INFORMATION TECHNOLOGY ASSURANCES**

CONSULTANT shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONSULTANT in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

**XXI. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS**

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONSULTANT shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY on a monthly basis. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONSULTANT within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one (1) month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONSULTANT has obtained prior written COUNTY approval to the contrary.
- D. CONSULTANT shall maintain for four (4) years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONSULTANT fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

**XXII. LEGAL TRAINING INFORMATION**

If under this Agreement CONSULTANT is to provide training of COUNTY personnel on legal issues, then CONSULTANT shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

**XXIII. SUBCONTRACTS, ASSIGNMENT**

- A. CONSULTANT shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONSULTANT remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONSULTANT shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.
- B. This Agreement is not assignable by CONSULTANT in whole or in part, without the prior written consent of COUNTY.

**XXIV. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by Director and counsel for COUNTY.

This Agreement may be amended to increase the maximum payment amount provided such increase shall not exceed the lesser of ten (10%) percent of the annual payment amount under this Agreement or twenty five thousand dollars and 00/100ths (\$25,000).

**XXV. SUCCESSORS**

This Agreement shall bind the successors of COUNTY and CONSULTANT in the same manner as if they were expressly named.

**XXVI.**      **TIME**

Time is of the essence of this Agreement.

**XXVII.**      **INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

**XXVIII.**      **DIRECTOR**

As used in this Agreement, "Director" shall mean the Director of the Department of Airports, or his/her designee.

**XXIX.**      **DISPUTES**

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONSULTANT shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within fifteen (15) calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, State and Federal law.

**XXX.**      **TERMINATION**

- A. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONSULTANT and it is later determined that CONSULTANT was not in default or the default was excusable, then the notice of

termination shall be deemed to have been given without cause pursuant to this paragraph (A).

- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONSULTANT should CONSULTANT materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONSULTANT and it is later determined that CONSULTANT was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONSULTANT, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in COUNTY'S yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by COUNTY as a result of mid-year budget reductions.
- D. If this Agreement is terminated under paragraph A or C above, CONSULTANT shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONSULTANT shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONSULTANT covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONSULTANT an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- E. CONSULTANT shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONSULTANT can legally cancel.



**XXXI. REPORTS**

CONSULTANT shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by Director concerning CONSULTANT'S activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

**XXXII. AUDITS AND RECORDS**

Upon COUNTY'S request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONSULTANT'S premises, CONSULTANT'S financial and program records, as COUNTY deems necessary to determine CONSULTANT'S compliance with legal and contractual requirements and the correctness of claims submitted by CONSULTANT. CONSULTANT shall maintain such records for a period of four (4) years following termination of the Agreement, and shall make them available for copying upon COUNTY'S request at COUNTY'S expense. COUNTY shall have the right to withhold any payment under this Agreement until CONSULTANT has provided access to CONSULTANT'S financial and program records related to this Agreement.

**XXXIII. PRIOR AGREEMENTS**

This Agreement constitutes the entire contract between COUNTY and CONSULTANT regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONSULTANT regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

**XXXIV. SEVERABILITY**

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

**XXXV. FORCE MAJEURE**

Neither CONSULTANT nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, pandemic, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

**XXXVI. SURVIVAL OF TERMS**

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

**XXXVII. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

**XXXVIII. AUTHORITY TO EXECUTE**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the

execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

**XXXIX. FAA ASSURANCES**

CONSULTANT will, at all times during this Agreement, comply with the provision of the "Airport Sponsor Assurances" (Assurances) and any subsequent revisions, updates, or amendments thereto. A copy of the current Assurances is attached as EXHIBIT D and incorporated herein by this reference. The provisions of the Assurances may change during the term of this Agreement, and those changes will be incorporated into this Agreement without the necessity of a formal amendment. COUNTY is not responsible for notifying CONSULTANT of any changes to the Assurances. CONSULTANT is required to contact the FAA for any updates or revisions. The Assurances document is available on the FAA's website. [Please see [https://www.faa.gov/airports/aip/grant\\_assurances/media/airport-sponsor-assurances-aip-2020.pdf](https://www.faa.gov/airports/aip/grant_assurances/media/airport-sponsor-assurances-aip-2020.pdf)]

**XL. FAA CONTRACT PROVISIONS**

CONSULTANT shall, at all times, during the term of this Agreement, comply with the provisions of the "FAA Contract Provisions" (Contract Provisions) and any subsequent amendments, applicable to the activities, rights and duties contemplated under this Agreement. A copy of the Contract Provisions is attached as EXHIBIT E and incorporated by reference. CONSULTANT shall include compliance with the Contract Provisions in all other agreements it enters into with third parties, pertaining to, referencing or otherwise related to the activities regarding the subject matter of this Agreement.

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

**COUNTY OF SACRAMENTO, a  
political subdivision of the State  
of California**

**[name of CONSULTANT and  
type of business]**

By: \_\_\_\_\_  
Cynthia A. Nichol,  
Director of Airports

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACT AND CONSULTANT TAX STATUS  
REVIEWED AND APPROVED BY COUNTY COUNSEL

By: \_\_\_\_\_  
Diane McElhern,  
Deputy County Counsel

Date: \_\_\_\_\_

Exhibit A – Scope of Services  
Exhibit B – Insurance Requirements for Contractors  
Exhibit C – Budget Requirements  
Exhibit D – FAA Assurances  
Exhibit E – FAA Contract Provisions

**EXHIBIT A to Agreement  
between the COUNTY OF SACRAMENTO  
hereinafter referred to as "County,"  
and hereinafter referred to as "Consultant"**

**SCOPE OF SERVICES**

**I. SERVICE LOCATION(S)**

<b>Facility Name(s):</b>	Sacramento International Airport
<b>Street Address:</b>	6900 Airport Blvd.
<b>City and Zip Code:</b>	Sacramento, CA 95837

<b>Facility Name(s):</b>	Mather Airport
<b>Street Address:</b>	10425 Norden Ave.
<b>Street Address:</b>	Mather, CA 95655

<b>Facility Name(s):</b>	Sacramento Executive Airport
<b>Street Address:</b>	6151 Freeport Blvd.
<b>City and Zip Code:</b>	Sacramento, CA 95822

<b>Facility Name(s):</b>	Franklin Field
<b>Street Address:</b>	12480 Bruceville Road
<b>City and Zip Code:</b>	Elk Grove, CA 95757

**II. DESCRIPTION OF SERVICES**

Consultant agrees to provide project-specific proposals when requested by County's Contract Manager and to perform the proposed services on an "on-call" basis when authorized the Director.

The County's Director, or designee, may negotiate with Consultant and approve reasonable modifications in tasks, work products, schedules, milestones, and staff assignments so long as such modifications are within the general scope of services provided under this Agreement, do not exceed the Maximum Total Payment Amount, and are determined to be in the best interest of County.

**III. SCHEDULE**

Consultant shall perform the services in an expeditious manner in accordance with a mutually acceptable schedule developed between County and Consultant.

#### **IV. RESPONSIBILITIES OF COUNTY AND CONSULTANT FOR SCOPE**

County, or its authorized representatives, shall review all documents submitted by Consultant and render decisions pertaining thereto as promptly as is reasonable under the circumstances at the time in order to avoid unreasonable delay of the progress of Consultant. County shall furnish information and services as required by this Agreement and shall render approvals and decisions as expeditiously as is reasonable necessary under the circumstances at the time for the orderly progress of the Consultant's services and of the project.

Consultant shall be solely responsible for the quality and accuracy of its work and the work of its subcontractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by the County shall not be deemed to constitute acceptance or waiver by the County of any error or omission as to such work. Consultant shall coordinate the activities of any subcontractors and is responsible to ensure that all plans, drawings, and specifications are coordinated and interface with the other applicable plans, drawings, and specifications to produce a unified, workable, and acceptable whole functional product.

#### **V. AUTHORITY OF CONSULTANT PERFORMING SCOPE OF WORK**

Consultant is retained to provide and perform the scope of services covered by this Agreement. Consultant, including Consultant's assigned personnel, shall have no authority to represent County or County staff at any meetings of public or private agencies unless an appropriate County official provides prior written authorization for such representation which outlines the purpose, scope and duration of such representation. Consultant shall possess no authority or right to act on behalf of County in any capacity whatsoever as agent, nor bind County to any obligations whatsoever. County is responsible for making all policy and governmental decisions related to the work covered by this Agreement.

#### **VI. PUBLICATION OF DOCUMENTS AND DATA**

Consultant shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of the County without the prior written consent of County, however, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as

publication in derogation of the rights of either the County or Consultant.

**VII.**      **PROJECT PERSONNEL**

In the performance of the services hereunder, Consultant shall provide the personnel as set forth as proposed. Any change in such personnel or reassignment in their project responsibilities must be agreed to in writing by the Director or authorized representative before any such change may be made. Key contracts for this project shall be as follows:

COUNTY:	NAME:	PHONE:	FAX:	E-MAIL:
CONSULTANT:	NAME:	PHONE:	FAX:	E-MAIL:

**EXHIBIT B to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY," and  
\_\_\_\_\_, hereinafter referred  
to as "CONSULTANT"**

**INSURANCE REQUIREMENTS FOR CONSULTANTS**

**I. INSURANCE**

Without limiting CONSULTANT'S indemnification, CONSULTANT 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 Agreement by the CONSULTANT, its agents, representatives or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require CONSULTANT to obtain insurance sufficient in coverage, form and amount to provide adequate protection. COUNTY'S requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

**II. VERIFICATION OF COVERAGE**

CONSULTANT shall furnish the COUNTY with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the County before performance commences. The COUNTY reserves the right to require that CONSULTANT provide complete, certified copies of any policy of insurance offered in compliance with these specifications.



### **III. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

- A. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.
- B. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.
  - 1. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
  - 2. Personal Lines automobile insurance shall apply if vehicles are individually owned.
- C. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
- D. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to the CONSULTANT'S profession.
- E. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

### **IV. MINIMUM LIMITS OF INSURANCE**

CONSULTANT shall maintain limits no less than:

- A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$5,000,000
Products Comp/Op Aggregate:	\$5,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$5,000,000
Fire Damage:	\$ 100,000

CONSULTANTS and CONSULTANTS engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project).

**B. AUTOMOBILE LIABILITY:**

1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
2. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

**C. WORKERS' COMPENSATION: Statutory.**

**D. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.**

**E. PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS LIABILITY: \$3,000,000 per claim and aggregate.**

**V. DEDUCTIBLES AND SELF-INSURED RETENTION**

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by the COUNTY.

**VI. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE**

If professional liability coverage is written on a Claims Made form:

- A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONSULTANT.

- B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- C. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the CONSULTANT must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

## **VII. OTHER INSURANCE PROVISIONS**

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:

- A. All Policies:
  - 1. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected.
  - 2. MAINTENANCE OF INSURANCE COVERAGE: The CONSULTANT shall maintain all insurance coverages and limits in place at all times and provide the COUNTY with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

CONSULTANT is required by this Agreement to immediately notify County if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. CONSULTANT shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

**VIII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY**

- A. ADDITIONAL INSURED STATUS: The COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no endorsed limitations on the scope of protection afforded to the COUNTY, its officers, directors, officials, employees, or volunteers.
- B. CIVIL CODE PROVISION: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- C. C. PRIMARY INSURANCE: For any claims related to this Agreement, the CONSULTANT'S insurance coverage shall be endorsed to be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
- D. SEVERABILITY OF INTEREST: The CONSULTANT'S insurance shall 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.
- E. E. SUBCONTRACTORS: CONSULTANT shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONSULTANTS subcontractor.

**IX. WORKERS' COMPENSATION**

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation

against the COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the CONSULTANT. Should CONSULTANT be self-insured for workers' compensation, CONSULTANT hereby agrees to waive its right of subrogation against COUNTY, its officers, directors, officials, employees, agents or volunteers.

## **X. PROPERTY**

Course of Construction (COC) Waiver of Subrogation: Any Course of Construction (COC) policies maintained by the CONSULTANT in performance of the Agreement shall contain the following provisions:

- A. The COUNTY shall be named as loss payee.
- B. The Insurer shall waive all rights of subrogation against the COUNTY.

Inland Marine Waiver of Subrogation: Any Inland Marine insurance policies maintained by the CONSULTANT in performance of the Agreement shall be endorsed to state that the insurer shall waive all rights of subrogation against the COUNTY.

## **XI. NOTIFICATION OF CLAIM**

If any claim for damages is filed with CONSULTANT or if any lawsuit is instituted against CONSULTANT, that arise out of or are in any way connected with CONSULTANT'S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONSULTANT shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

**EXHIBIT C to Agreement  
between the COUNTY OF SACRAMENTO  
hereinafter referred to as "COUNTY,"  
and \_\_\_\_\_  
hereinafter referred to as "CONSULTANT"**

**BUDGET REQUIREMENTS**

**I. MAXIMUM PAYMENT TO CONSULTANT**

The maximum payment amount to Consultant is \$2,000,000.

**EXHIBIT D to Agreement  
between the COUNTY OF SACRAMENTO  
hereinafter referred to as "COUNTY,"  
and \_\_\_\_\_  
hereinafter referred to as "CONSULTANT"**

**FAA ASSURANCES**



## **ASSURANCES**

### **AIRPORT SPONSORS**

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#### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### **B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.



### C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

#### 1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1 2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

## EXECUTIVE ORDERS

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

## FEDERAL REGULATIONS

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- a. 2 CFR Part180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.

- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Government-wide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

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#### **SPECIFIC ASSURANCES**

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

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#### **FOOTNOTES TO ASSURANCE C.1.**

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

**2. Responsibility and Authority of the Sponsor.**

**a. Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

**b. Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
  - 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with



respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
  - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated

by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

## **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

## **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

## **29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity

with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

- e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1)

- reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
  - c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
  - d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will 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 in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated \_\_\_\_\_, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or



operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated; and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

**EXHIBIT E to Agreement  
between the COUNTY OF SACRAMENTO  
hereinafter referred to as "COUNTY,"  
and \_\_\_\_\_  
hereinafter referred to as "CONSULTANT"**

**FAA CONTRACT PROVISIONS**

## **FEDERAL AVIATION ADMINISTRATION CONTRACT PROVISIONS**

### **A. GENERAL CIVIL RIGHTS PROVISIONS**

The tenant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the tenant transfers its obligation to another, the transferee is obligated in the same manner as the tenant.

This provision obligates the tenant for the period during which the property is owned, used or possessed by the tenant and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

### **B. TITLE VI SOLICITATION NOTICE**

The County of Sacramento, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### **C. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS**

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

- 1. Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention

of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

**4. Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Airline complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**6. Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless

exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**D. CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM**

- A. The lessee, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to leases, in the event of breach of any of the above nondiscrimination covenants, the County of Sacramento will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**E. CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

- A. The lessee, for itself/himself/herself, its/his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the lessee will use the premises in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts and Authorities.
- B. With respect to leases, in the event of breach of any of the above nondiscrimination covenants, the County will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**F. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and operators, whether such programs or activities are Federally funded or not);
- Titles II and II I of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 741 00);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### **G. FEDERAL FAIR LABOR STANDARDS ACT**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 USC Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor- Wage and Hour Division.

#### **H. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Airline must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Airline retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 191 0). Airline must address any claims or disputes that pertain to a



referenced requirement directly with the U.S. Department of Labor-Occupational Safety and Health Administration.

**Attachment B**

**COUNTY OF SACRAMENTO CONTRACTOR CERTIFICATION OF  
COMPLIANCE FORM**

**COUNTY OF SACRAMENTO**  
**CONTRACTOR CERTIFICATION OF COMPLIANCE FORM**

WHEREAS it is in the best interest of Sacramento County that those entities with whom the County does business demonstrate financial responsibility, integrity and lawfulness, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury.

Therefore, in order to assist the Sacramento County Department of Child Support Services in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by all entities with whom the County does business:

CONTRACTOR hereby certifies that either:

- \_\_\_\_\_ (a) the CONTRACTOR is a government or non-profit entity (exempt), or
- \_\_\_\_\_ (b) the CONTRACTOR has no Principal Owners (25% or more) (exempt), or
- \_\_\_\_\_ (c) each Principal Owner (25% or more), does not have any existing child support orders, or
- \_\_\_\_\_ (d) CONTRACTOR'S Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court.

New CONTRACTOR shall certify that each of the following statements is true:

- a. CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
- b. CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

**NOTE:** Failure to comply with state and federal reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failure to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal Owners can contact the Sacramento Department of Child Support Services at 1-866-901-3212, by writing to P.O. Box 269112, Sacramento, 95826-9112, or via the Customer Connect website at [www.childsup.ca.gov](http://www.childsup.ca.gov).

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**CONTRACTOR NAME**

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**Date**

---

**Printed Name of person authorized to sign**

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**Signature**

**Attachment C**  
**CONTRACTOR IDENTIFICATION FORM**

## CONTRACTOR IDENTIFICATION FORM

☐ Contractor is exempt.

If not exempt, **CONTRACTOR TO COMPLETE:**

Company Name			
Company Address			
Taxpayer ID		Company Telephone Number	
1. Do you or anyone else own 25% or more of this Contractor/ Company? (Sole Proprietors answer yes) Yes <input type="checkbox"/> No <input type="checkbox"/>			
2. If so, is dependent health insurance available to/or through Contractor/Company? Yes <input type="checkbox"/> No <input type="checkbox"/>			
<b>If YES to question #1, please complete the following as to each of these individuals:</b>			
Principal Owner Name			
Social Security #		Residence Telephone #	
Residence Address			
Principal Owner Name			
Social Security #		Residence Telephone #	
Residence Address			
Principal Owner Name			
Social Security #		Residence Telephone #	
Residence Address			
Principal Owner Name			
Social Security #		Residence Telephone #	
Residence Address			

**Completed by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**DEPARTMENT TO COMPLETE:** (Note: This form does not need to be sent to DCSS if exempt but the County Contract Officer may want to keep for their records)

Contract/PO #	Amount Paid/Payable \$	Term
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Department Submitting Information: \_\_\_\_\_

Department Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

## **Attachment D**

### **FAA GENERAL CONTRACT PROVISIONS FOR SOLICITATIONS**

## **FAA GENERAL CONTRACT PROVISIONS FOR SOLICITATIONS**

### **I. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

- A. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- B. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:
  - 1. Timetables
    - a) Goals for minority participation for each trade: 16.1%
    - b) Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- C. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
- D. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Sacramento County.

## **II. BUY AMERICAN PREFERENCE**

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder must complete and submit the Buy America certification included herein with their bid or offer. The County will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

## **III. TITLE VI SOLICITATION NOTICE**

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



**IV. DAVIS-BACON REQUIREMENTS**

The Davis-Bacon Act ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor. 2 CFR § 200, Appendix II(D); 29 CFR Part 5.

**V. CERTIFICATION OF BIDDER REGARDING DEBARMENT**

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

**VI. DISADVANTAGED BUSINESS ENTERPRISE**

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

**VII. TRADE RESTRICTION CERTIFICATION**

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

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

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or

fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

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

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

- A. Who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- B. Whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- C. Who incorporates in the public works project any product of a foreign country on such USTR list.

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

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

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct

through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

#### **VIII. CERTIFICATION REGARDING LOBBYING**

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

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

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

## **IX. PROCUREMENT OF RECOVERED MATERIALS**

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- A. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- B. The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- A. Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- B. Fails to meet reasonable contract performance requirements; or
- C. Is only available at an unreasonable price.