



DEPARTMENT OF AIRPORTS

**REQUEST FOR
QUALIFICATIONS AND
EXPERIENCE**

**DESIGN CONSULTING
SERVICES FOR TERMINAL
EXIT/BYPASS ROADWAY AND
GROUND TRANSPORTATION
CENTER**

Statement of Qualifications and Experience (SOQ&E) due by:

**Friday, June 10, 2022
2:00 p.m. Pacific Daylight Time**

May 6, 2022

TO: Prospective Design Consulting Service Providers

FROM: Sherrie Antonio, Airport Economic Development Specialist,
Sacramento County Department of Airports

SUBJECT: **Design Consulting Services Request for Qualifications
and Experience (RFQ&E) Sacramento County
Department of Airports**

I. SUMMARY AND BACKGROUND

The County of Sacramento (County) is the owner and operator of Sacramento International Airport, hereinafter referred to as "SMF". The Sacramento County Department of Airports (Department) will be embarking on a large capital program and as such is planning improvements that require enabling projects to be completed prior to the program start.

The Department is soliciting Statements of Qualifications and Experience (SOQ&E) from qualified multi-disciplined design consulting firms (Contractor) to provide the following design services:

- Architectural;
- Assessment and recommendation of contracting and project delivery methods;
- Civil;
- Construction phasing;
- Electrical;
- Environmental support;
- Geotechnical;
- Landscape architecture;
- Mechanical;

- Program and project scheduling;
- Structural;
- Terminal traffic and circulation;
- Utility;
- Validation and review of planning documents; and
- Vehicular and pedestrian traffic modeling.

The scope of work includes approximately a half mile multimodal ground transportation complex with pedestrian improvements centrally located between the parking garage and Terminal B and a multilane roadway with crossings and connectors to route exiting traffic from the Terminal A curbside to the outbound roadway at Alan Boyd Drive.

Time is of the essence for this work with deadlines that need to be adhered to. The Department will be engaging with County Surveys for performing a base topographic survey of the proposed roadway alignment and establishing baseline control. The survey will locate existing utilities that are visible from the surface.

The selected Contractor will enter into an Agreement for Design Consulting Services (Agreement) with an initial term of five (5) years, and one (1) option to extend the term for two (2) years, for an anticipated total term of seven (7) years.

The SOQ&E submitted will be made part of the Agreement awarded from this RFQ&E. 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&E either on the basis of evaluation of the factors listed in the RFQ&E or for other reasons deemed appropriate. All costs associated with submitting a SOQ&E shall be borne solely by the proposing Contractor(s) and will not be reimbursed by the Department.

II. PROJECT PURPOSE AND DESCRIPTION

The purpose of this project is to safely and efficiently connect vehicle and pedestrian traffic through current conditions and to future improvements.

This project includes approximately a half mile multimodal ground transportation complex with pedestrian improvements centrally located between the parking garage and Terminal B and a multilane roadway with crossings and connectors to route exiting traffic from the Terminal A curbside to the outbound roadway at Alan Boyd Drive. The project may also include utilities, drainage, sewer, water supply, lighting, parking, signage, striping, and traffic control improvements needed to maintain operations.

III. CONDITIONS

A. FAA GENERAL CONTRACT PROVISIONS FOR SOLICITATIONS

The Contractor shall, at all times during the term of the Agreement, comply with the provisions, of the "FAA General Contract Provisions for Solicitations" (FAA Contract Provisions) and any subsequent revisions, updates or amendments hereto. A copy of the current FAA Contract Provisions is provided as Attachment 1 to this RFQ&E.

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&E. If you are currently certified as a DBE, please include a copy of your DBE certification letter along with your SOQ&E. This information will be used for DBE utilization tracking purposes only. If you are a business owned and controlled by one or more socially and economically disadvantaged individuals and you are not currently certified as a DBE firm, 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&E process, even if such companies did not participate in the RFQ&E 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 SOQ&E 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 Contractor 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 responses submitted by Contractor are public records once a recommendation from the selection committee has been made to the County Board of Supervisors (Board).

F. TAXATION

Contractor 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 evaluation committee in any correspondence, discussion, meeting or other communication before, with or after submission of a SOQ&E, 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 SOQ&E submitted may be considered a public record after the selection of a Contractor 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 evaluation committee 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&E.

IV. SCOPE OF WORK

A. DESCRIPTION OF SERVICES

The Contractor will be responsible for:

1. Design of approximately a half mile multimodal ground transportation complex with pedestrian improvements centrally located between the parking garage and Terminal B;
2. Design of a multilane roadway with crossings and connectors to route exiting traffic from the Terminal A curbside to the outbound roadway at Alan Boyd Drive.
3. Performing planning level studies directly related to work described herein.

B. SCHEDULE

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

C. RESPONSIBILITIES OF DEPARTMENT AND CONTRACTOR FOR SCOPE OF WORK:

1. Department, or its authorized representatives, shall review all documents submitted by Contractor 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 Contractor. Department shall furnish information and services as required by this Agreement and shall render approvals and decisions as expeditiously as is reasonably necessary under the circumstances at the time for the orderly progress of the Contractor's services and of the project.
2. Contractor 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 Contractor of any error or omission as to such work. Contractor 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 CONTRACTOR PERFORMING SCOPE OF WORK:

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

E. PUBLICATION OF DOCUMENTS AND DATA:

Contractor 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 Contractor.

F. PROJECT PERSONNEL:

In the performance of the services hereunder, Contractor 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.

If the Contractor's Manager or primary project engineer(s) cease 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.

V. TERM AND EFFECTIVE DATE OF THE AGREEMENT

The Department intends to award an Agreement that will begin on November 1, 2022. The initial term of the Agreement will be for five (5) years and one (1) month, with one (1) option to extend the term for two (2) years, for a possible total term of seven (7) years and one (1) month.

VI. HOW TO OBTAIN A COPY OF THE RFQ&E

Complete sets of the RFQ&E are available free of charge by visiting the Sacramento County Department of Airports web site at http://www.sacramento.aero/scas/opportunities/bids_and_requests/. Hard copy sets of the RFQ&E are available by submitting an email request to Sherrie Antonio at Antonios@saccounty.gov 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

VII. 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 (such as a flash drive) in a sealed envelope clearly marked, "**Statement of Qualifications and Experience for Design Consulting Services For Terminal A Exit/Bypass Roadway And Ground Transportation Center**", at the location and by the deadline stated below. All late responses will be rejected.

Date: Friday, June 10, 2022
Time: 2:00 PM Pacific Daylight Time
Location: Sacramento County Department of Airports
Attention: Sherrie Antonio
6741 Lindbergh Drive
Sacramento, CA 95837-1109

VIII. FORMAT OF STATEMENT OF QUALIFICATIONS AND EXPERIENCE

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

A. COVER LETTER FOR SOQ&E:

A cover letter must be included with the SOQ&E and must be signed by an individual who is authorized to contractually bind the Contractor. The cover letter must be submitted on business letterhead and contain the following information:

1. Name and address of Contractor;
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 Contractor;
4. Understanding of work to be performed, the commitment to perform the work, and why the Contractor 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 2 to this RFQ&E and incorporated herein; and
7. Include a statement the Contractor agrees to the Agreement format, its content and all requirements as presented including professional liability insurance limits.

B. REQUIRED DOCUMENTATION AND FORMS:

In addition to the Cover Letter, the following documentation and forms must be completed and included with the SOQ&E and received by the Department by the SOQ&E due date:

1. One (1) un-bound, reproducible original SOQ&E marked "Original";
2. Five (5) printed and bound copies of the SOQ&E; the SOQ&E submitted shall be securely bound and consist of the following documents in the sequence shown in sections **IX, X, XI and XII** below;
3. A digital pdf copy (Adobe Acrobat or compatible program) of the SOQ&E on a portable media device (such as a flash drive);
4. County of Sacramento Contractor Certification of Compliance Form provided as Attachment 3 to this RFQ&E; and
5. Contractor Identification Form provided as Attachment 4 to this RFQ&E.

C. PAGE LIMIT:

SOQ&E must be typed or printed in a font no smaller than eleven (11) point, on 8.5" by 11" paper. The SOQ&E should be concise and must not exceed twenty (20) 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. Contractor team organization chart;
5. County of Sacramento Contractor Certification of Compliance Form provided as Attachment 3 to this RFQ&E; and
6. Contractor Identification Form provided as Attachment 4 to this RFQ&E.

IX. MINIMUM QUALIFICATIONS

The following section describes the minimum required information that must be submitted with each SOQ&E. Incomplete SOQ&Es will be rejected. It is the respondent's responsibility to incorporate all pertinent information to effectively present a SOQ&E and to communicate the respondent's qualifications. All respondents are required to thoroughly review all Attachments detailing services required, specifications, and required reports.

The Department's principal objective for this Agreement is to ensure that key individuals provided by the selected firm are capable of planning, designing, and reviewing submittals for scope as described earlier in this RFQ&E. Although, it is unlikely that projects will be funded by the Federal Aviation Administration (FAA) during the life of this Agreement, some plans and specifications may be prepared for funding after expiration of the Agreement. The project may receive Infrastructure Bill grant funding. Respondents shall demonstrate experience implementing grant requirements. Key individuals are defined as the Contractor's contract manager (Contractor's Manager), Project Engineer(s) with training and experience in design of similar systems and with appropriate license(s) in the State of California, and other design, drafting, and clerical staff who would be assigned to this Agreement.

Firms that do not employ key individuals possessing experience in preparing projects within the full scope of the project should provide evidence that listed subcontractor(s) have the necessary additional abilities. If the Contractor's Manager or primary Project Engineer(s) cease 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.

The SOQ&E should include, but not be limited to, the Contractor's technical experience, and capabilities of the Contractor's team on similar

contracts, experience, and capabilities of sub-contractor(s) (if any), familiarity with FAA Advisory Circulars, familiarity with Sacramento County Standard Construction Specifications, Sacramento County Improvement Standards, State of California Standard Plans and Specifications, and American Association of State Highway and Transportation Officials (AASHTO) and Caltrans design guides, resource availability and ability to meet project demands, and specific qualifications that would make selection of a Contractor best in the interest of the Department.

The Contractor's Manager must be clearly identified in the submittal. Ideally, office location of the Contractor's Manager should allow trips to SMF offices within four (4) hours. Respondents shall include a statement that the Contractor's Manager shall not be replaced during the life of this agreement without the prior written consent of the Department.

The SOQ&E must detail specific abilities and experience with airport terminal roadways at other airports in the United States in the last five (5) years.

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

- A. Knowledge of landside airport roadway design, terminal circulation and design of specialized ground transportation facilities;
- B. Knowledge of fundamental roadway design including but not limited to pavement structural design, striping, marking and signage, traffic impact analysis, drainage evaluation and design, intersection evaluation and design and lighting;
- C. Experience with alternative construction delivery methods including, but not limited to Construction Management at Risk (CMAR), design build or any other similar method which involved a public agency owner;
- D. Roadway pavement design and evaluation for the various types of roadways under control of the Department;
- E. Drainage evaluation and design for the various types of facilities under control of the Department;
- F. Roadway marking and signage for roadways of various types;

- G. Coordination of projects with regulatory agencies;
- H. Coordination of similar projects under continuous landside operations; and
- I. Coordination of similar projects with concurrent planning efforts of future project(s).

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

- A. Contractor's Manager: A detailed description of the proposed Contractor's 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.
- B. Project Engineer(s): A brief description of the project engineer(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 Project Engineer(s) on projects similar to those described in the scope of this RFQ&E 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, including professional licensure in the State of California.
- C. Key Sub-Contractor(s): If sub-contractor(s) are to be used for major portions of this project, provide a complete list of projects in which the sub-contractor(s) has performed similar work, including professional licensure for specialty work, as appropriate. Provide resumes for each sub-contractor.

X. STATEMENT OF QUALIFICATIONS

The selected proposer must successfully demonstrate the capability to provide design consulting services. Responses to this RFQ&E 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&E;
2. Describe and provide examples of work performed in an airport setting; and
3. Explain how you will provide the County a value added advantage in service and technology.

XI. PROPOSED FEE SCHEDULE

Respondent 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.

XII. 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; and
- F. Telephone number

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

XIII. RFQ&E TIMELINE

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

Dates	Event
May 6, 2022	Issuance of RFQ&E
May 20, 2022	Deadline for submitting questions
May 27, 2022	Addenda Issued, if necessary
June 10, 2022	SOQ&E due date
June 23, 2022	Interview invitation letters sent to proposers (if necessary)
July 12, 2022	Interviews if necessary
September 13, 2022	Recommendations of selection presented to Sacramento County Board of Supervisors (Board)
November 1, 2022	Effective date of agreement with selected proposer(s)

XIV. EVALUATION OF QUALIFICATIONS

The RFQ&E evaluation process will include a specific focused review of each SOQ&E. Each SOQ&E will be evaluated against other SOQ&E received. Written SOQ&E must be formatted and tabbed in the order indicated above and clearly indicate all proposed services offered and the projected price.

SOQ&E will be evaluated based on the following criteria:

CRITERIA	MAXIMUM POINTS
Completeness of response	Pass/Fail
Qualifications and experience	40
Management & organization	25
References on projects similar in scope	20
References on previous similar contracts	15
Total:	100

A. COMPLETENESS OF RESPONSE (PASS/FAIL):

1. Responses to this RFQ&E must be complete. Responses that do not include the SOQ&E content requirements identified within this RFQ&E and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a fail in

during the evaluation and will receive no further consideration. Responses that are rated a "Fail" and are not considered may be picked up at the delivery location within fourteen (14) calendar days of agreement award and/or the completion of the competitive process.

B. QUALIFICATIONS AND EXPERIENCE (40 POINTS):

Relevant experience, specific qualifications, and technical expertise of the Contractor's Manager, project engineer(s) and sub-contractor(s) to provide architectural, assessment and recommendation of contracting and project delivery methods, civil, construction phasing, electrical, environmental support, geotechnical, landscape architecture, mechanical, program and project scheduling, structural, terminal traffic and circulation, utility, validation and review of planning documents, and vehicular and pedestrian traffic modeling.

C. MANAGEMENT AND ORGANIZATION (25 POINTS):

1. Roles and organization of proposed team

- a. Proposes adequate and appropriate disciplines of project team;
- b. Some or all of team members have previously worked together on project(s) similar in scope; and
- c. Overall organization of the team is relevant to the Department's needs.

2. Project and management approach:

- a. Team is managed by an individual with appropriate experience in projects similar in scope. This person's time is appropriately committed to the project; and
- b. Team structure provides adequate capability to perform both volume and quality of needed work.

3. Roles of key individuals on the team:

- a. Proposed team members, as demonstrated by their enclosed resumes, have relevant experience for their role; and
- b. Key positions required to execute the team's responsibilities are appropriately staffed.

4. Working relationship with Department:

- a. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process;
- b. Team leadership understands the nature of public sector work and its decision-making process; and
- c. SOQ&E responds to the need to assist Department during project(s).

D. REFERENCES ON PROJECTS SIMILAR IN SCOPE (20 POINTS):

Provides reference contact information for at least five (5) references for projects similar in scope. References must be from within the last seven (7) years.

E. REFERENCES ON PREVIOUS SIMILAR AGREEMENTS (15 POINTS):

Provides reference contact information for similar agreements.

Upon completion of this review, the evaluation committee retains the right to invite a short list of respondents for an interview and/or a short presentation. During each potential interview, there will be an opportunity for respondents to make a presentation lasting no more than 10 minutes. After the presentation, there will be a 30 minute question and answer period where the interviewee will respond to questions from the evaluation committee. The respondent's project manager must be present at the interview and must lead the presentation.

The Department will finalize the recommendation for award of the agreement based on evaluation of both the written responses and performance during the interview, if held.

The Department will enter into negotiations with the respondent based on evaluation of both the written responses and performance during the interview, if held.

The Department reserves the right to reject any and all SOQ&E; to request clarification of information submitted; to request additional information from competitors; 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.

XV. QUESTIONS

All inquiries regarding this RFQ&E and any request for clarification of the contents of this RFQ&E must be directed in writing, via e-mail to Sherrie Antonio at Antonios@saccounty.gov no later than May 20, 2022 at 2:00 PM, Pacific Savings Time.

Interested parties are hereby notified of the following:

- A. Telephone inquiries will not receive a response;
- B. Contractors are not to rely on oral instructions or clarifications to this RFQ&E;
- C. If modifications to this RFQ&E are necessary, the Department will respond in writing via addendum, which will be posted to the Sacramento County Department of Airports web site at http://www.sacramento.aero/scas/opportunities/bids_and_requests/;
- D. Interested parties are encouraged to regularly check the Sacramento County Department of Airports web site for possible updates related to this RFQ&E;
- E. Any addendum prepared by the Department that responds to questions received by the deadline for submitting questions will be posted on the Sacramento County Department of Airports' web site; and
- F. Contact with any County representative (other than the designated contact person identified above) during this solicitation process is cause for disqualification.

XVI. BACKGROUND CHECKS

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

XVII. NEGOTIATION OF AGREEMENT

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

Upon selection of the most qualified Contractor, the Contractor'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 Contractor. 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 Contractor, which will then be submitted to the Board for approval. There will be no contractual agreement between the Department and the selected Contractor unless and until the Board accepts and approves the Agreement.

At end of the first (1st) year of the Agreement, the Department will review status of the agreement and will allow the Contractor to renegotiate rates for remaining years of the agreement. At the end of the fifth (5th) 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 the prime Contractor and sub-contractor(s) are prohibited. The Department reserves the right to request

addition and/or removal of individual sub-contractor firms from the proposed Contractor'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 Contractor.

The selected Contractor shall execute an Agreement with the County of Sacramento, 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 Board review and approval.

Attachments:

1. *FAA General Contract Provisions for Solicitations*
2. *Agreement for Design Consulting Services*
3. *County of Sacramento Contractor Certification of Compliance Form*
4. *Contractor Identification Form*

Attachment 1
FAA GENERAL CONTRACT PROVISIONS FOR SOLICITATIONS
COVER PAGE

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to
ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. 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.

2. 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:

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 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.

3. 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.

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

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.

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.

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. 29 CFR § 200, Appendix II(D); 29 CFR Part 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.

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.

TRADE RESTRICTION CERTIFICATION

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

- 1) 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);
- 2) 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
- 3) 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:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

- 3) 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.

CERTIFICATION REGARDING LOBBYING

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

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

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:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) 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.

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.

Attachment 2

AGREEMENT FOR DESIGN CONSULTING SERVICES

Attachment 2

AGREEMENT FOR DESIGN CONSULTING SERVICES, SACRAMENTO INTERNATIONAL AIRPORT, COUNTY OF SACRAMENTO

THIS AGREEMENT is made and entered into as of this _____ day of _____ 2022, 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 "CONTRACTOR."

RECITALS

WHEREAS, the COUNTY 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 contractor for design of a multimodal ground transportation complex with pedestrian improvements and a multilane roadway with crossings and connectors to route exiting traffic to the outbound roadway at SMF; and

WHEREAS, CONTRACTOR has the necessary qualifications, experience and personnel to accomplish the objectives set forth herein; and

WHEREAS, pursuant to Government Code Section 31000, the COUNTY is authorized to contract for specific special services with persons specially trained, experienced and competent to perform such services; and

WHEREAS, pursuant to Government Code Section 2.61.160, COUNTY'S Director of Airports (Director), is authorized to execute a contract for professional services as set forth herein;

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

WHEREAS, via Resolution No. _____-_____, the Sacramento County Board of Supervisors authorized the Director to execute the Design Consulting Services Agreement with CONTRACTOR; and

WHEREAS, COUNTY and CONTRACTOR 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 CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

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

II. TERM

- A. This Agreement shall be effective and commence as of the date first written above and shall end on September 30, 2027.
- B. The Term of this Agreement may be extended by the Director for one (1) two (2) year period by providing CONTRACTOR with written notice of such election sixty (60) days prior to the expiration of the then existing 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 CONTRACTOR

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

CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

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

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR 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 CONTRACTOR'S services and are not designed for use other than what is intended by this Agreement.

IX. STATUS OF CONTRACTOR

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR'S employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR'S assigned personnel shall not be entitled to any benefits payable to employees of COUNTY as an independent contractor, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR for accomplishing the results.

- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. 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 CONTRACTOR, 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 CONTRACTOR nor CONTRACTOR'S assigned personnel shall have a) any entitlement as a COUNTY employee; or b) except as otherwise provided by this Agreement, the right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR 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. Notwithstanding CONTRACTOR'S status as an independent contractor, COUNTY shall withhold from payments made to CONTRACTOR such sums as are required to be withheld from employees by the federal Internal Revenue Code; the federal Insurance Compensation Act; the State Personal Income Tax Law and the State Unemployment Insurance Code; provided, however, that said withholding is for the purpose of avoiding COUNTY'S liability under said laws and does not abrogate CONTRACTOR'S status as an independent contractor as described in this Agreement. Further, CONTRACTOR is not included in any group covered by COUNTY'S present agreement with the federal Social Security Administration.

X. CONTRACTOR IDENTIFICATION

CONTRACTOR 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: CONTRACTOR'S name, address, telephone number, social security number, and whether dependent health insurance coverage is available to CONTRACTOR.

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

- A. CONTRACTOR'S failure to comply with State and federal child, family and spousal support reporting requirements regarding a CONTRACTOR'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. CONTRACTOR'S failure to cure such default within ninety (90) days of notice by COUNTY shall be grounds for termination of this Agreement.
- C. If CONTRACTOR has a Principal Owner, CONTRACTOR shall provide Principal Owner information to the COUNTY upon request. Principal Owner is defined for purposes of this Agreement as a person who owns an interest of twenty-five percent (25%) or more in the CONTRACTOR. Information required may include the Principal Owner's name, address, and social security number. Failure to provide requested information about a Principal Owner within sixty (60) days of request shall be deemed a material breach of this Agreement and may be grounds for termination.

XII. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR 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 (SCERS) and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR 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

CONTRACTOR acknowledges and agrees that COUNTY has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing SCERS retirement benefits during the term of this Agreement. By entering into this Agreement, CONTRACTOR 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 CONTRACTOR under this Agreement. CONTRACTOR waives any rights to proceed against COUNTY should SCERS modify or terminate retirement benefits based on CONTRACTOR'S provision of services under this Agreement.

XIV. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR'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. CONTRACTOR 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, CONTRACTOR 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. CONTRACTOR shall comply with COUNTY'S Good Neighbor Policy. CONTRACTOR 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 CONTRACTOR'S facility, services and actual impacts on the neighborhood in which such facility is located.
- B. CONTRACTOR 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 CONTRACTOR'S compliance with the required good neighbor practices specified in this Section. CONTRACTOR shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by Director.
 - C. CONTRACTOR shall comply with all applicable public nuisance ordinances.
 - D. CONTRACTOR 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 CONTRACTOR'S site is located.
 - E. If COUNTY finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within a specified time frame. If CONTRACTOR 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 CONTRACTOR under this Agreement.
 - F. CONTRACTOR'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. CONTRACTOR agrees and assures COUNTY that CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XVIII. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder.

XIX. INSURANCE

Without limiting CONTRACTOR'S indemnification, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR has obtained prior written COUNTY approval to the contrary.
- D. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR is to provide training of COUNTY personnel on legal issues, then CONTRACTOR 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. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all Agreement terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR 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 CONTRACTOR 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, however, that such increase shall not exceed the lesser of ten percent (10%) of the annual payment amount under this Agreement or \$25,000.

XXV. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CONTRACTOR 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 their 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, CONTRACTOR 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 CONTRACTOR and it is later determined that CONTRACTOR 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 CONTRACTOR should CONTRACTOR 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 CONTRACTOR and it is later determined that CONTRACTOR 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 CONTRACTOR, 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, CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR 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. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.

XXXI. REPORTS

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

- B. CONTRACTOR agrees that, pursuant to Government Code section 7522.56, CONTRACTOR shall make best efforts to determine if any of its employees or new hires providing direct services to the COUNTY are members of SCERS. CONTRACTOR further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to the COUNTY with a list of its employees that are members of SCERS along with the total number of hours worked during the previous six (6) months. This report shall be forwarded to where Notice is sent pursuant to Roman numeral III of this Agreement.

XXXII. AUDITS AND RECORDS

Upon COUNTY'S request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR'S premises, CONTRACTOR'S financial and program records as COUNTY deems necessary to determine CONTRACTOR'S compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR 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 CONTRACTOR has provided access to CONTRACTOR'S financial and program records related to this Agreement.

XXXIII. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR 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 CONTRACTOR 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, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, 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

CONTRACTOR 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 CONTRACTOR of any changes to the Assurances. CONTRACTOR 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]

XL. FAA CONTRACT PROVISIONS

CONTRACTOR 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. CONTRACTOR 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 activates 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 CONTRACTOR and
type of business]**

By: _____
Cynthia A. Nichol,
Director of Airports

By: _____

Date: _____

Date: _____

CONTRACT AND CONTRACTOR 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 "Contractor"**

SCOPE OF SERVICES

A. SERVICE LOCATION(S)

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

B. DESCRIPTION OF SERVICES

The Contractor will be responsible for:

1. Design of approximately a half mile multimodal ground transportation complex with pedestrian improvements centrally located between the parking garage and Terminal B;
2. Design of a multilane roadway with crossings and connectors to route exiting traffic from the Terminal A curbside to the outbound roadway at Alan Boyd Drive.
3. Performing planning level studies directly related to work described herein.

C. SCHEDULE

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

D. RESPONSIBILITIES OF DEPARTMENT AND CONTRACTOR FOR SCOPE

1. Department, or its authorized representatives, shall review all documents submitted by Contractor 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 Contractor. Department shall furnish information and services as required by this Agreement and shall

render approvals and decisions as expeditiously as is reasonably necessary under the circumstances at the time for the orderly progress of the Contractor's services and of the project.

2. Contractor 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 Contractor of any error or omission as to such work. Contractor 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.

E. AUTHORITY OF CONTRACTOR PERFORMING SCOPE OF WORK

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

F. PUBLICATION OF DOCUMENTS AND DATA

Contractor 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 Contractor.

G. PROJECT PERSONNEL

In the performance of the services hereunder, Contractor shall provide the personnel 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. Key contacts for this project shall be as follows:

	COUNTY	CONTRACTOR
Name:	Tim Riordan	
Phone:	916-704-7298	
Email:	riordant@saccounty.gov	

If the Contractor’s Manager or primary project engineer(s) cease employment with the Contractor during the project, the Department reserves the right to interview the replacement personnel, and to terminate the Agreement if not satisfied with those personnel.

**EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO
hereinafter referred to as "COUNTY,"
and _____
hereinafter referred to as "CONTRACTOR"**

INSURANCE REQUIREMENTS FOR CONTRACTORS

I. INSURANCE

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, 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 CONTRACTOR 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

CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'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

CONTRACTOR 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:

Building Trades General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

CONTRACTORS and CONTRACTOR'S subcontractors 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: \$1,000,000 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 CONTRACTOR.
- 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 CONTRACTOR 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 CONTRACTOR 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.
 - 3. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR; products and completed operations of

the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. 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. PRIMARY INSURANCE: For any claims related to this Agreement, the CONTRACTOR'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 CONTRACTOR'S insurance and shall not contribute with it.
- D. SEVERABILITY OF INTEREST: The CONTRACTOR'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. SUBCONTRACTORS: CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTOR'S 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 CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR'S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONTRACTOR 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 "Contractor"**

BUDGET REQUIREMENTS

I. MAXIMUM PAYMENT TO CONTRACTOR

The maximum payment amount to Contractor is \$500,000.

II. COMPENSATION

The compensation for this Agreement is outlined below:

**EXHIBIT D to Agreement
between the COUNTY OF SACRAMENTO
hereinafter referred to as "COUNTY,"
and _____
hereinafter referred to as "CONTRACTOR"**

FAA ASSURANCES

COVER PAGE

**EXHIBIT E to Agreement
between the COUNTY OF SACRAMENTO
hereinafter referred to as "COUNTY,"
and _____
hereinafter referred to as "CONTRACTOR"**

FAA CONTRACT PROVISIONS

COVER PAGE

Attachment 3

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

COVER PAGE

Attachment 4
CONTRACTOR IDENTIFICATION FORM
COVER PAGE