

SACRAMENTO COUNTY DEPARTMENT OF AIRPORTS  
SACRAMENTO INTERNATIONAL AIRPORT

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CONCOURSE B – EAST & WEST EXIT LANE  
TECHNOLOGY  
REQUEST FOR BID (RFB)

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February 2015

REQUEST FOR BID (RFB)  
**CONCOURSE B – EAST & WEST EXIT LANE TECHNOLOGY**  
 PROPOSAL AND PROJECT SCHEDULES

(Proposal Schedule Subject to Change at Sacramento County Department of Airports Sole Discretion)

PROPOSAL SCHEDULE

Milestone/Action Item	Date
Issue RFB	February 17, 2015
Hold Mandatory Pre-Bid Meeting and Site Visit for Potential Bidders	March 10, 2015, 10:00 – 12:00 pm, PPM, Main Conference Room 116
Close RFB Questions Deadline	March 24, 2015, 4:00pm, PST
Issue Final Addendum – Responses to RFB Questions	April 7, 2015, 5:00pm, PST
Deadline for Submission of RFB Proposals	April 21, 2015, 2:00pm, PST
Notify the SUCCESSFUL BIDDER	May 21, 2015
Prepare SUCCESSFUL BIDDER(S) Contract for Board of Supervisor’s Approval	May 22 to June 22, 2015
Board of Supervisor Approval	July 28, 2015
Award Contract	July 29, 2015

PROPOSED CONSTRUCTION SCHEDULE

Milestone/Action Item	Date
Start Construction – Order Equipment	August 2015
Install Phase 1 Equipment – East Side	January – mid February 2016
Install Phase 2 Equipment – West Side	Mid February – April 2016
Project Completion	April 2016

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## LIST OF DEFINITIONS, ABBREVIATIONS AND ACRONYMS

### DEFINITIONS

Airports: Sacramento County Department of Airports

BIDDER / SUCCESSFUL BIDDER(S): An exit lane technology company submitting a bid for the exit lane technology based on this RFB.

PROJECT MANAGER: Garrick Tung, Phone: 916.874.0783, email: [tungg@saccounty.net](mailto:tungg@saccounty.net)

### ABBREVIATIONS AND ACRONYMS

CBC	California Building Code
CEQA	California Environmental Quality Act
County	County of Sacramento
FAA	Federal Aviation Administration
FAM	Federal Air Marshall
KCM	Known Crew Member
LEO	Law Enforcement Officer
NEPA	National Environmental Policy Act
RFB	Request for Bid
SMF	Sacramento International Airport
TSA	Transportation Security Administration

## Section 1

### SCOPE OF WORK

#### SCOPE

##### General:

The Sacramento County Department of Airports (Airports) is seeking Exit Lane Technology that will have a total of six (6) exit lanes – three (3) adjoined exit lanes in the east corridor and three (3) adjoined exit lanes in the west corridor in Concourse B, located at the Sacramento International Airport (SMF). The purpose of this Exit Lane Technology is to stop unauthorized movement of people and objects from the non-sterile to sterile area of Concourse B through an automated system instead of human guards. The Exit Lane Technology will be functional twenty-four (24) hours a day, seven (7) days per week, unless otherwise specified by airport authorities, or during routine scheduled maintenance. The Exit Lane Technology will be capable of operation in proximity to other electronic equipment without creating, or being subject to, signal interference. The Exit Lanes shall allow different modes of operation: free flow, interlock, etc. The primary functions of this technology are to (See Exhibit 1 – Concourse B Exit Lanes Interior Plan for details):

Monitor – To observe areas in and around the exit lanes with expanded means to identify an intruder

Detect – To identify improper entry or movements and passed objects within an exit lane

Warn – To provide effective visual and/or audible feedback to intruders and authorities

Alarm – To provide effective visual and/or audible feedback to intruders and authorities

Isolate – To use physical impediments that restrict passage or actually confine an intruder to facilitate apprehension

##### Exit Lanes / Hallway:

##### East Corridor:

- Install three (3) adjoined exit lanes – one (1) lane 36" wide and two (2) lanes 44" wide (ADA accessible) – minimum two doors per exit lane (TSA approved)

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- Install a 44" wide Airport L.E.O. / Emergency Bypass hallway between the new glass wall and exit lane which includes two (2) 36" wide Doors (Match Existing Finish), two (2) Card Readers for each door (Security Access – Compatible with Existing System) – one at each end of the hallway, and floor to ceiling glass walls

West Corridor:

- Install three (3) adjoined exit lanes – one (1) lane 36" wide and two (2) lanes 44" wide (ADA accessible) – minimum two doors per exit lane (TSA approved)
- Install a 44" wide L.E.O. / F.A.M. / K.C.M. Bypass hallway between the new glass wall and exit lane which includes the floor to ceiling clear glass wall and a rail / gate in the "Do Not Enter Zone" area

Additional Work Items:

- Install all utilities (electrical, data, communication, network, surveillance cameras, flashing sensors, fire alarms, etc.) to make this Exit Lane Technology operational.
- Set up the Exit Lane Technology so that the system can be monitored (surveillance cameras, sensors, data, communication, network, etc.) from Airports Communications Center, located in Terminal A. All electronic components / systems shall be compatible with existing security systems for access control, alerting and video surveillance.
- Install 140 LF of New Floor to Ceiling Clear Glass Walls – 70 LF in each corridor
- Remove 140 LF of Existing Glass / Wall – both corridors
- Install 130 LF of Sun Control Window Film (Interior of glass) – 65 LF in each corridor
- Install Two (2) New 36" Wide Doors – Match Existing Finish – one (1) door in each corridor
- Install / Adjust all Fire Sprinklers affected by Exit Lane Technology – in both corridors
- Adjust all Lighting and HVAC affected by the Exit Lane Technology – in both corridors
- Install Security / "Do Not Enter" Signs to clearly define the limits of each "Do Not Enter Zone" for both corridors



Additional Scope of Services:

- Prepare plans and specifications for plan review by Sacramento County Building Inspection Division and Department of Airports to secure all approvals from the County
- Provide all labor, services and equipment necessary to design (including Architectural Plans & As-Builts) and build this Exit Lane Technology project
- Comply with the current Sacramento County Standard Construction Specifications and the California Building Code (CBC)
- Match all new materials (Ex: Doors) to existing finishes
- Match all new utilities and new equipment (Ex: Electrical, Data, etc.) to existing utilities or to a higher standard that is compatible with our existing utilities and existing system
- Meet all TSA requirements for Security Exit Lanes including the tests that make this system acceptable to TSA and Airports Security requirements
- Provide one (1) year of warranty and maintenance for the complete exit lane system from time of final acceptance, followed by two (2) optional one-year renewal periods for maintenance

Security And Badging:

Badging is required for the project. Construction workers will be badged. Fingerprinting fee for each applicant is \$42. It takes approximately one week for the badging process (can be longer if applicant was born outside US.) Exhibit 2 is a Badge Application, which includes the list of disqualifying crimes. Workers who work a few hours will not be badged but can be escorted by a badged person. A badged person can escort up to five persons without a badge at a given time. Privately owned vehicles are not allowed within the Airport security fence area. Vehicles driving in security fence area must be insured company vehicles, which require lighted beacons and visible signage on both sides of the vehicle. Magnetic vehicle signage is not authorized. All personnel accessing the Airport security area must be badged with the designation for authorized driving privilege or be escorted.

## Section 2

### BID REQUIREMENTS

Bids will include four elements:

1. Cover Letter: The cover letter will succinctly address the items specified in Sections 1 and 2 of this RFB, including a statement that the BIDDER's proposal adheres to all requirements in the RFB unless expressly taking exception to an RFB requirement. Such exceptions should be clearly listed in the bid.
2. Qualifications: This section shall include the BIDDER's qualifications, past project examples, references, and personnel information.
3. Technical Specifications: The BIDDER's specific technical design and construction will comprise this section.
4. Costs: List each item separately as described in the Scope of Work. Costs for each pay item shall include all travel, fuel and material costs.

Bids will be evaluated relative to the above four elements to determine which BIDDER(S) best meet the scope of this project as outlined in Section 1, Scope of Work.

#### 2.1 BINDING COVER LETTER (TWO PAGES MAXIMUM)

The bid will include a cover letter signed by a party authorized to obligate the BIDDER (and respective team members) to perform the commitments included in the bid. If a team of firms is submitting the bid, then the bid must clearly identify the lead or prime member. The letter must also identify the contact person for future communications and the person responsible for future negotiations with Airports. The letter should identify the BIDDER's overall qualifications and ability to support Airports in meeting its scope, as well as a statement agreeing to comply with all County rules and regulations. The letter must state that the bid is valid for no less than 120 days from the date of submission.

#### 2.2 QUALIFICATIONS ELEMENT

The proposal must provide information that clearly demonstrates the ability of the BIDDER(S) (i.e., the BIDDER's team members who will design and build the exit lanes) to fully deliver the scope of services outlined in Section 1, Scope of Work.

### Minimum Qualifications

The Department is seeking BIDDERS that can:

Demonstrate past Exit Lane Technology experience. The BIDDER will demonstrate the technical experience and capability to design and build Exit Lane projects that are TSA acceptable. The BIDDER shall show how this technology was used and approved in other U.S.A. airports by TSA.

Bids will include a brief description of all past Exit Lane Technology projects similar in nature to the one described in this RFB. Project descriptions will include:

- The project name
- Location
- Project size (cost / unit and total cost)
- Project type
- Year completed
- Name of Project Manager
- Name of client contact
- Brief physical description of the project (exit lane – how many, design, construction, maintenance)
- A brief discussion of any specific challenges and how they were overcome.

Demonstrate the financial and bonding capacity to complete the work.

### References

Bids will include at least three recent (within past five (5) years) references for Exit Lane Technology projects. Provide the owner's contact name, title, address, phone numbers, and e-mail address.

### Firm Information

The following information will be provided:

- Roles and responsibilities of key personnel.
- Organizational chart.
- Identify any subcontractors the BIDDER intends to employ in the execution of this project. Discuss their role and provide information on subcontractors' experience performing similar work.

### Financial Capacity

Bids will include audited financial statements for the past three (3) years for the BIDDER or the lead/prime firm if a team proposal. BIDDERS will also demonstrate that they or key members of their team (i.e., general contractor) have the bonding capacity to accommodate the magnitude of the program. BIDDERS should describe their bonding capacity and name the relevant sureties or insurance companies that serve as their performance bonding agent.

### Litigation

Indicate whether the BIDDER or any team member or any officers or principals have been party to any lawsuit involving the performance of any exit lane equipment it has installed, and provide a summary of the issues and status of the lawsuits.

### SUCCESSFUL BIDDERS' License Classification

In accordance with the provisions of California Public Contract Code Section 3300, Airports has determined that any construction contractor used for the project will possess a valid Class-B General Building Contractor's license and Specialty Contractor's license.

### California Wage Rate Requirements

In accordance with the provisions of California Labor Code Sections 1770, 1773, 1773.1, 1773.6 and 1773.7 as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773 for the locality in which the work is to be performed. Prevailing wages may be found at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

## 2.3 TECHNICAL SPECIFICATIONS ELEMENT

This element will present technical information related to the BIDDER's proposed exit lane technology and a project implementation schedule. In addition to the information provided, a mandatory pre-bid meeting and site visit has been scheduled for March 10, 2015, so that BIDDERS can assess SMF facilities. For this element of the bid, BIDDERS are asked to submit technical bids that show how six (6) exit lanes will be designed and built as described in the Scope of Work. It is the BIDDER's responsibility to validate the available space and utility hook-ups within Concourse B based on the information provided and the scheduled site visit.

### Technical Description

BIDDERS will provide the following technical description of the technologies they propose to install:

- Proposed Exit Lanes – 36" Clear Width and 44" Clear Width, with a minimum of two (2) doors per exit lane to meet TSA and Airports security requirements

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- Proposed Bypass Hallways – Clear 44" Width
- Proposed Floor to Ceiling Clear Glass Walls
- Proposed Door Hardware – Standard and Emergency – 36" Width
- Proposed Card Readers
- Proposed Connections: Electrical, Data, Communication, Network and Fire Alarms
- Proposed Surveillance Cameras and Flashing Sensors
- Proposed Adjustments to the following: Lighting, Fire Sprinklers and HVAC
- Proposed Rail and Gate – West Corridor
- Proposed Sun Control Window Film on interior glass
- Proposed Signage for "Do Not Enter Zone"

Describe how the information proposed will match existing finishes, match existing components (Example: Lighting, Fire Sprinklers, etc.) and show how the new exit lane technology is compatible (all electronics) with airports existing security system (Example: Data, Network, Surveillance Cameras, Sensors, Alarms, Access Controls, etc.), as described in Section 1, Scope of Work. In addition, show how their Exit Lane Technology has been used and accepted by TSA in other airports.

Construction Schedule

The BIDDER will provide a construction schedule for this project. The BIDDER will include all steps and actions needed to complete the project on schedule according to the proposed Construction Schedule section of the RFB. Penalties for delays may apply where the contractor is directly and / or primarily responsible. Installation / implementation must be planned such that sufficient exiting capacity is maintained throughout the project.

The BIDDER will provide a payment schedule for this project. The payment can be determined by either monthly or completion milestones. The County will hold payment retention of 10% which will be paid 30 days after all the work has completed.

Restrictions during Construction: The BIDDER working hours for this project shall be set by the Airports Project Manager to minimize the impact and inconvenience to the public during construction. This may include construction working hours during weekends and / or night work to minimize the impact to the public. In addition, the BIDDER shall install and complete (Airport and TSA approved) one (1) corridor of the exit lane technology (Example: East Corridor) before starting construction on the next corridor to minimize any impact to the public.

## 2.4 CONSTRUCTION COST

Provide a Project Cost Summary for each bid item (spreadsheet format) which includes the following:

- Item Number
- Item Description
- Unit
- Quantity
- Unit Price
- Amount

The costs listed above should include design services and any additional costs for this project – Example: Architectural Design, As-Built Plans, Travel, Fuel, etc.

### Section 3

#### BID SUBMISSION

##### SUBMITTING A BID

An electronic copy of the entire bid will be submitted on compact disc or Universal Serial Bus (USB) flash drive to Garrick Tung, PROJECT MANAGER, no later than 2:00 p.m. Pacific Standard Time on April 21, 2015, to the following address:

Sacramento International Airport  
Physical Plant Maintenance Building  
Design & Development – Attn: Deborah Shalhoub/Garrick Tung  
6705 Lindbergh Drive  
Sacramento, CA 95837

##### PRE-BID CONFERENCE AND SITE VISIT

A pre-bid conference and site visit will be held on March 10, 2015 at 10:00 AM at:

Sacramento International Airport  
Physical Plant Maintenance Building  
6705 Lindbergh Drive  
Sacramento, CA 95837  
Main Conference Room 116

##### QUESTIONS FROM BIDDERS

Questions from BIDDERS must be received by the PROJECT MANAGER on or before 4:00 PM Local Time on March 24, 2015. Questions shall be submitted via e-mail to Garrick Tung at [tungg@saccounty.net](mailto:tungg@saccounty.net).

##### RESPONSE TO BIDDERS' QUESTIONS

Answers to questions that are submitted by the deadline will be provided to those firms on the list of firms who received copies of the RFB from the PROJECT MANAGER.

##### BID EVALUATION CRITERIA

An evaluation committee that may consist of Airports and personnel employed by other County departments will evaluate all bids. Bid evaluation is based on the requirements (Cover Letter, Qualifications, Technical Specifications and Costs) listed in Section 2 on Page 10 of this RFB. Airports reserve the right to reject all bids.

## Section 4

### BIDS PROVISIONS AND DISCLAIMERS

#### 4.1 PROVISIONS

Prospective BIDDERS are hereby notified of the following:

- Airports reserves the right to request the addition and/or the removal of individual subcontractors from proposed BIDDER teams; the Agreement will include this provision.
- Telephone inquiries in response to this RFB will not receive a response.
- Proposers are not to rely on oral instructions or clarifications to this RFB.
- Any request for clarification of the contents of this RFB shall be made in writing to the Project Manager Garrick Tung by email.

#### 4.2 DISCLAIMERS

##### A. Disadvantaged Business Enterprise (DBE)

The County encourages all business, including those owned and controlled by one or more socially and economically disadvantaged individual that can provide the desired products, to submit a bid. If you are currently certified as a DBE, please include a copy of your DBE certification letter along with your bid. 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 wish to visit the following website:

<http://www.dot.ca.gov/hq/bep/index.htm>.

##### B. County's Right to Negotiate Agreements

Airports reserves the right to negotiate Agreements with other companies outside of the RFB process, even if such companies did not participate in the RFB process.

##### C. Rejection of Bids

Airports reserves the right in its sole and absolute discretion to choose or reject any or all bids in response to this RFB either on the basis of an evaluation of the factors listed in the RFB or for any other reason deemed necessary. All costs associated with submitting a bid in response to this RFB shall be borne solely by the proposing entity and shall not be reimbursed by the County.

##### D. Deliberations of Selection Committee

The Committee will evaluate the criteria listed and other such factors as it considers appropriate and will act with respect to its discussions and determinations. The Committee's



SUCCESSFUL BIDDER recommendation will be in accordance with its judgment and in its sole discretion regardless of whether any bidder or any other interested person regards the County's determination to be unreasonable, unfair, arbitrary, discriminatory or capricious.

Neither the expression of a bidder's interest, nor the submission of a bidder's qualifications and any other information, nor the acceptance thereof by Airports, nor any correspondence or discussions or other communications between a bidder and Airports or the Committee, nor a determination that a bidder is qualified hereunder shall be construed or interpreted by the bidder to impose obligations whatsoever to select the bidder for the Exit Lane Technology agreement. Neither the furnishing of this RFB to prospective bidders, the submission of any materials or documents or other information by a bidder, nor acceptance thereof by Airports, shall be construed or interpreted by any bidder to mean Airports has made a determination that any particular bidder is qualified to be awarded a contract or shall be deemed to impose any obligations whatsoever to approve any particular bidder or to compensate or reimburse any bidder for any costs or expenses incurred in responding to the RFB.

E. Taxation

The SUCCESSFUL BIDDER 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.

F. No Confidential or Proprietary Information

All information given to Airports or to the Selection Committee in any correspondence, discussion, meeting or other communication before, with or after submission of a Bid by a SUCCESSFUL BIDDER in response to this RFB, either orally or in writing, will not be or 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 to the County of any kind whatsoever. Under the laws of the State of California and the federal Freedom of Information Act, a Bid submitted may be considered a public record after the selection of a Bidder and execution of the Agreement and, as such, will be available for inspection and copying by any person after award of the Agreement. Evaluation scoring forms used by the bidder selection 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 RFB.

#### 4.3 AGREEMENT (CONTRACT) REQUIREMENTS

1. The SUCCESSFUL BIDDER will enter into TWO Agreements with the County of Sacramento – 1) County Contract (See Exhibit 3 – County Contract Template) and 2) Permit For Temporary Entry (See Exhibit 4 – Permit For Temporary Entry Template). The County Contract Agreement will be transmitted by Airports to the Board of Supervisors for approval. The Permit For Temporary Entry will be prepared by Airport staff and does not require Board of Supervisors approval.
2. The SUCCESSFUL BIDDER must meet the County's contracting requirements, including but not limited to insurance coverage and spousal/family support (See Exhibit 3).
3. Exclusive agreements between prime contractors and subcontractors are prohibited. Airports reserves the right to request addition and removal of individual sub-consultant's firm from the proposed team.
4. The Agreement will specify that the SUCCESSFUL BIDDER shall not conduct communications with the media or other third parties during the term of the Agreement, other than parties with which the SUCCESSFUL BIDDER has a fiduciary relationship, without prior written authorization by Airports. Failure to communicate to Airports the nature of such proposed communications, as well as the party or parties to whom it will be communicated, may cause the County to terminate negotiations. This restriction includes issuance of press releases announcing the selection of the firm for the Exit Lane Technology.

#### 4.4 FINAL ACCEPTANCE

The Airports will agree to final acceptance only after the exit lanes have been tested by Airports Security and TSA and found to perform within acceptable standards of operation, which is in compliance with all published and implied performance standards, and is considered by Airports to be ready for practical application.

The County / Airports and / or County contract technical support will review the design and installed work either denying or granting acceptance. Denials will specify the defect(s), time restrictions, and potential resolution(s). The manufacturer / contractor may choose to utilize County Services in completion of the project and / or tasks.

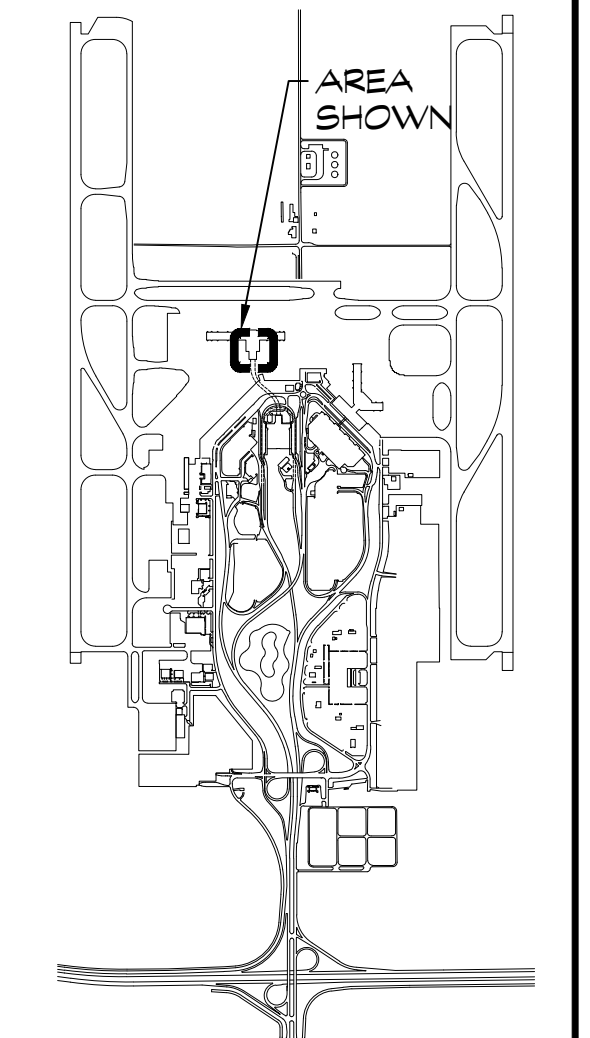
EXHIBITS

Exhibit 1 – Concourse B Exit Lanes Interior Plan

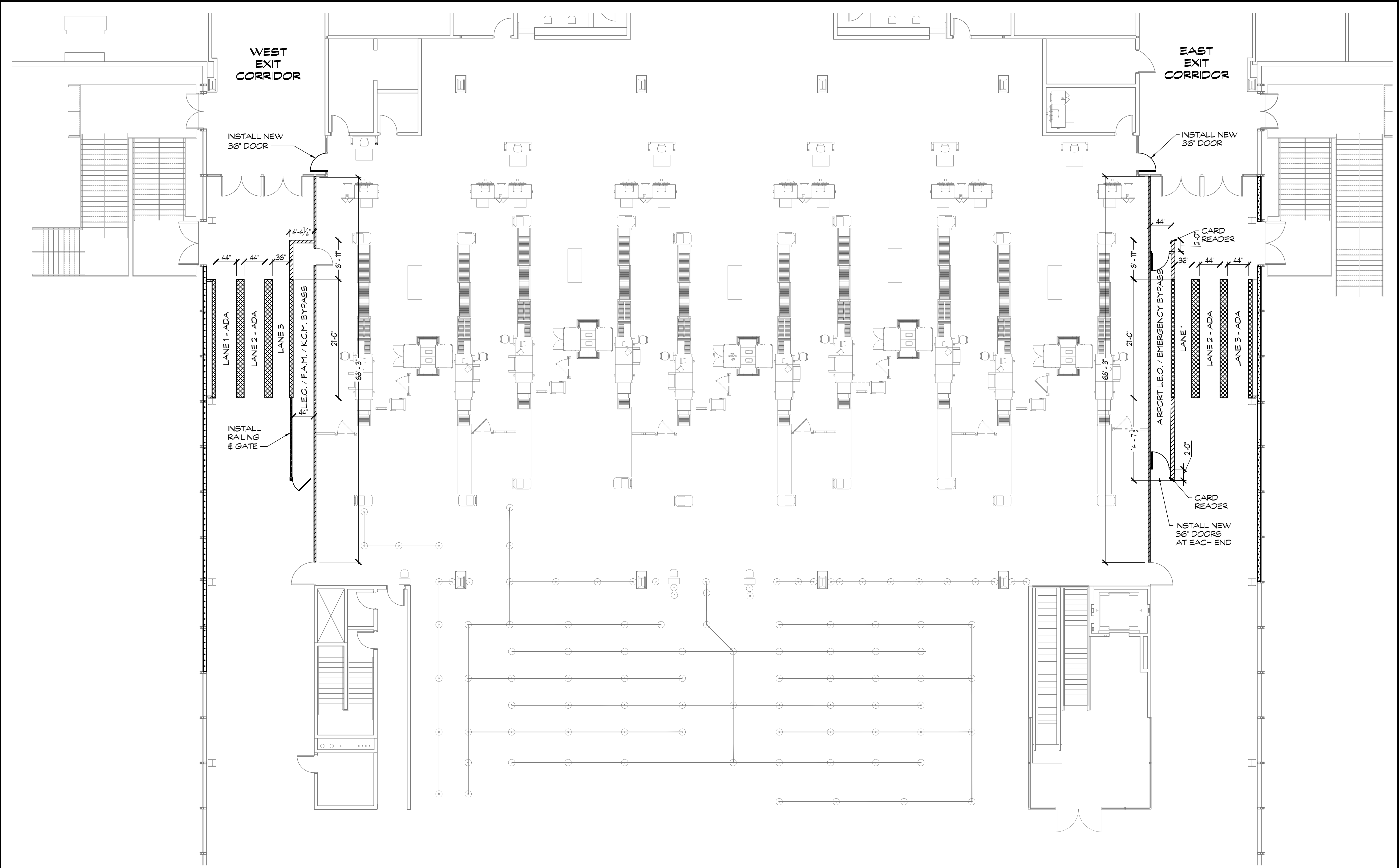
Exhibit 2 – Badge Application

Exhibit 3 – County Contract Template

Exhibit 4 – Permit For Temporary Entry Template



**KEY PLAN**



WEST  
EXIT  
CORRIDOR

EAST  
EXIT  
CORRIDOR

INSTALL NEW  
36' DOOR

INSTALL NEW  
36' DOOR

LANE 1 - ADA

LANE 2 - ADA

LANE 3

INSTALL RAILING  
& GATE

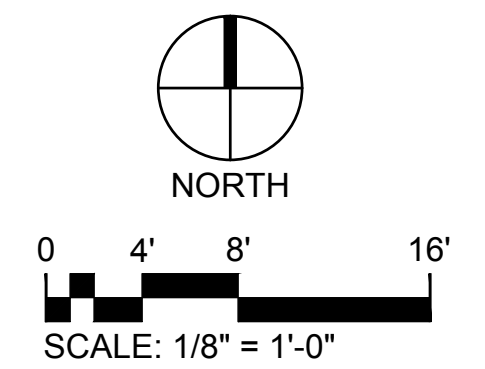
CARD READER

CARD READER

INSTALL NEW  
36' DOORS  
AT EACH END

DATA/LEGEND	
AS SHOWN	DESCRIPTION
	SUN CONTROL WINDOW FILM INSTALLED
	FLOOR TO CEILING CLEAR GLASS WALLS
	SECURITY EXIT LANE WALLS

**Exhibit 1**



REVISIONS		
NO.	DATE	DESCRIPTION

FILE NAME: CB EXIT LANE INTERIOR  
 DRAWN BY: Overholt, J  
 DATE: 10/10/2014  
 DESIGNED BY:  
 CHECKED BY:  
 SCALE:  
 1/8" = 1'  
 LINE IS 2 INCHES  
 AT FULL SIZE  
 (IF NOT 2" SCALE ACCORDINGLY)

**SACRAMENTO  
 INTERNATIONAL  
 AIRPORT**

SHEET TITLE  
**CONCOURSE B  
 EXIT LANES  
 INTERIOR**

DRAWING NO.  
 SHEET NO. OF

Updated: 10/10/2014 - Printed: 10/10/2014 1:53:44 PM By: Overholt, Joseph  
 File: W:\PLANNING\GEN\SI\Concourse B Exit Lanes\Working\Drawings\CB EXIT LANE INTERIOR.dwg (Tab: 24/36)

**Sacramento International Airport (SMF) (CAT 1)  
Criminal History Record Check (CHRC) + Security Threat Assessment (STA)  
(This is an official document do not fold)**

I understand that the Sacramento County Airport System will invoice this organization for the fingerprinting fee of \$42.00 at the beginning of the month after the fingerprints were submitted to TSCH. The fee will be \$38.00 when using your Company's Submitting Office Number (SON)

**The applicant cannot be escorted, after the badging application process has been started, until both the CHRC and STA results have returned NEGATIVE.**

Please Print

Employer	Sponsor (if different than Employer)	SON #
First Name	Middle Name	Last Name
Social Security #	Contact Number (Area code and number)	Other Names Used
Residence Address	City of Residence	State of Residence and ZIP code
Date of Birth (MMDDYYYY)	Height (feet and inches)	Weight (Pounds)
Gender ( F / M )	Hair Color	Eye Color
Place of Birth (State Abbrev.)	Citizen of what Country/Countries (NCIC)	Passport (if applicable) Country and Number
Drivers License or State ID (State)	License or ID number	Expiration Date (MMDDYYYY)
Alien Registration # (if applicable)	Non Immigrant Visa # ( if applicable)	Expiration Date (MMDDYYYY)
I-94 # (if applicable)	DS 1350 Certificate of Birth Abroad #	SCAS Representative

**As an Applicant, the information I have provided is true, complete and correct to the best of my knowledge and belief and is provided in good faith. I understand that a knowing and willful false statement provided on this document can be punished by fine or imprisonment or both (Section 1001, Title 18 United States Code.) I have been briefed on the list of crimes that would disqualify me for unescorted access in airport security areas. I agree to report to my employer within 24 hours if I am convicted or found not guilty by reason of insanity of any of those crimes. I authorize the Social Security Administration to release my Social Security Number and full name to the Transportation Security Administration, Office of Transportation Threat Assessment and Credentialing (TTAC), Attention: Aviation Programs (TSA-19)/Aviation Worker Program, 601 South 12<sup>th</sup> Street, Arlington, VA 22202. I am the individual to whom the information applies and want this information released to verify that my SSN is correct. I know that if I make any representation that I know is false to obtain information from Social Security records, I could be punished by a fine or imprisonment or both.**

**I understand that my fingerprints and demographic information may be re-submitted periodically according to TSA regulations.**

\_\_\_\_\_ **Applicant's Signature**                      \_\_\_\_\_ **Date of Birth**                      \_\_\_\_\_ **Date**

**SSN and Full Printed Name:** \_\_\_\_\_

As an Authorized Signatory, you have seen the appropriate forms of identification and do understand any willful false statement provided on this document can be punished by fine or imprisonment or both (Section 1001, Title 18 United States Code.)

\_\_\_\_\_ **Authorized Signatory Signature**                      \_\_\_\_\_ **Date**

**Sacramento International Airport (SMF) (CAT 1)**  
**Criminal History Record Check (CHRC) + Security Threat Assessment (STA)**  
 (This is an official document do not fold)

Please review the list of disqualifying crimes listed below.

I have not been convicted or found guilty, by reason of insanity, of any of the disqualifying crimes listed below.

**Disqualifying Criminal Offenses**

- |  |  |
|--|--|
| <ol style="list-style-type: none"> <li>1. Forgery of certificates, false marking of aircraft, and other aircraft registration violation; 49 U.S.C. 46306.</li> <li>2. Interference with air navigation; 49 U.S.C. 46308.</li> <li>3. Improper transportation of a hazardous material; 449 U.S.C. 46312.</li> <li>4. Aircraft piracy; 49 U.S.C. 46502.</li> <li>5. Interference with flight crewmembers or flight attendants; 49 U.S.C. 46504.</li> <li>6. Commission of certain crimes aboard aircraft in flight; 49 U.S.C. 46t506.</li> <li>7. Carrying a weapon or explosive aboard aircraft; 40 U.S.C. 46505.</li> <li>8. Conveying false information and threats; 49U.S.C. 46507.</li> <li>9. Aircraft piracy outside the special aircraft jurisdiction of the United States; 49 U.S.C. 46502(b).</li> <li>10. Lighting violations involving transporting controlled substances; 49 U.S.C. 46315.</li> <li>11. Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established requirements; 49 U.S.C. 46314.</li> <li>12. Destruction of an aircraft or aircraft facility; 49 U.S.C. 32.</li> <li>13. Murder</li> <li>14. Assault with intent to murder.</li> <li>15. Espionage</li> </ol> | <ol style="list-style-type: none"> <li>16. Sedition.</li> <li>17. Kidnapping or hostage taking.</li> <li>18. Treason.</li> <li>19. Rape or aggravated sexual assault.</li> <li>20. Unlawful possession, use, sale, distribution or manufacturing of an explosive or weapon.</li> <li>21. Extortion.</li> <li>22. Armed or felony unarmed robbery.</li> <li>23. Distribution of, or intent to distribute, a controlled substance.</li> <li>24. Felony arson.</li> <li>25. Felony involving a threat.</li> <li>26. Felony involving –           <ol style="list-style-type: none"> <li>(i) Willful destruction of property;</li> <li>(ii) Importation of manufacture of a controlled substance;</li> <li>(iii) Burglary;</li> <li>(iv) Theft</li> <li>(v) Dishonesty, fraud or misrepresentation;</li> <li>(vi) Possession or distribution of stolen property;</li> <li>(vii) Aggravated assault;</li> <li>(viii) Bribery; or</li> <li>(ix) Illegal possession of a controlled substance punishable of a maximum term of imprisonment of more than one year.</li> </ol> </li> <li>27. Violence at International airports; 18 U.S.C. 37.</li> <li>28. Conspiracy or attempt to commit any acts listed above.</li> </ol> |
|--|--|

**Privacy Act Notice**

**Authority:** 49 U.S.C. §114 authorizes the collection of this information.

**Purpose:** DHS will use this information to conduct a security threat assessment on airport employees and other personnel or applicants who work in or have unescorted access to the AOA, secured area, sterile area, SIDA, or any area for which the airport has issued a personnel identification media.

**Routine Uses:** The information will be used by and disclosed to DHS personnel and contractors or other agents who need the information to assist in activities related to aviation security. Additionally, DHS may share the information with facility operators, law enforcement or other government agencies as necessary to respond to potential or actual threats to transportation security, or pursuant to its published Privacy Act system of records notice.

**Disclosure:** Furnishing this information is voluntary. However, failure to furnish the requested information may delay or prevent the completion of your security threat assessment, which may prevent your access to the AOA, secured area, sterile area, or other area or purpose for which personnel identification media are issued.

**Sacramento International Airport (SMF) (CAT 1)  
Criminal History Record Check (CHRC) + Security Threat Assessment (STA)**  
(This is an official document do not fold)

**List of Acceptable Documents**

List A	AND	List B	OR	List C
<p align="center"><b>Documents that Establish Identity**</b></p> <ol style="list-style-type: none"> <li>1. A valid Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address.</li> </ol> <p>** If job requires driving you need to provide a valid DL not ID card</p> <p>** <u>Original Only</u>, no copies or temporary paper licenses accepted.</p>		<p align="center"><b>Documents that Establish Employment Eligibility**</b></p> <ol style="list-style-type: none"> <li>1. Social Security card issued by the Social Security Administration (other than a card stating it is not valid for employment)</li> <li>2. Picture ID issued by a federal agency (i.e., FAA, etc.) for non-LEO federal employees.</li> </ol> <p>** <u>Original Only</u>, no copies or temporary receipts accepted.</p>		<p align="center"><b>Documents that Establish Identity and/or Employment Eligibility*</b></p> <ol style="list-style-type: none"> <li>1. U.S. Passport (unexpired or expired)</li> <li>2. Certificate of U.S. Citizenship (USCIS Form N-560 or N-561)</li> <li>3. U.S. Military ID Card or Military Dependent's ID Card</li> <li>4. Certified copy of birth certificate.</li> </ol>

**In addition to the above documents, all foreign born applicants must also present at least one of the following documents.**

<p align="center"><b>Documents that Establish Identity*</b></p> <ol style="list-style-type: none"> <li>1. Certificate of Naturalization (USCIS Form N-550 or N-570)</li> <li>2. Permanent Resident Card or Alien Registration Receipt Card with photograph (USCIS Form I-151 or I-551)</li> <li>3. Unexpired foreign passport, with I-551 stamp or attached <u>Form I-94 indicating unexpired employment authorization</u></li> <li>4. Certificate of Birth Abroad (DS 1350)</li> </ol>
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**\* Note: Only Originals will be accepted, no copies will be accepted unless they are certified copies.**

# Exhibit 3 – County Contract Template

## COUNTY OF SACRAMENTO MUNICIPAL SERVICES

### AGREEMENT FOR Concourse B – East & West Exit Lane Technology

THIS AGREEMENT is made and entered into on \_\_\_\_\_, by and between the County of Sacramento, a political subdivision of the State of California (COUNTY), on behalf of the COUNTY Department of Airports (Airports) and **name of contracting party and nature of entity** hereinafter referred to as “CONTRACTOR.”

#### RECITALS

**when being approved by a director, insert appropriate authority paragraphs**

WHEREAS, COUNTY has determined that it is necessary to retain CONTRACTOR to **reason for contracting**; and

WHEREAS, CONTRACTOR has proposed to provide the requested services for the compensation to be provided herein (**or other reason**); and

**insert appropriate recital options re 71-J, 31000, selection process, grant language, etc.**

**(OPTIONAL)** WHEREAS, pursuant to Sacramento County Code section 2.61.440, the department or agency officer / administrator / director which has the authority to execute this Agreement on behalf of COUNTY has the 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, 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:

1. **SCOPE OF SERVICES**

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

2. **TERM**

This Agreement shall be effective and commence as of the date first written above and shall remain in effect until all services covered by this Agreement are completed, which is estimated to be **DATE**. **insert extension option for board-**



**approved agreements:** COUNTY'S Director of Airports is authorized to amend this Agreement with CONTRACTOR to extend the term.

**3. 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:

Attn: Project Manager  
6900 Airport Boulevard West  
Sacramento, CA 95837

TO CONTRACTOR:

Attn:  
TBD- 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.

**4. COMPLIANCE WITH LAWS**

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

**5. 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.

**6. LICENSES AND PERMITS; RIGHTS OF ENTRY (Work on Airport Property)**

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.

C. CONTRACTOR shall execute a separate Right of Entry, in a form substantially similar to Exhibit 3 – Permit For Temporary Entry Template,

which is attached hereto and incorporated by this reference, prior to commencement of the work to be performed on Airport Property. Failure to abide by the terms of the Right of Entry, including but not limited to the FAA Assurances, will be a material default under the Contract and grounds for immediate termination by County, separate and apart and in addition to Paragraph 30.

**7. PREVAILING WAGES**

CONTRACTOR shall comply with the provisions of the California Labor Code, specifically, but not limited to, Chapter 1, commencing at Section 1720, of Part 7 of Division 2 (payment of prevailing wages). The prevailing rates for per diem wages shall be those rates determined by the Director of the California Department of Industrial Relations.

**8. PERFORMANCE STANDARDS**

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

**9. OWNERSHIP OF WORK PRODUCT**

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR provided 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.

**10. STATUS OF CONTRACTOR**

Notwithstanding subparagraphs (A) and (E), it is further understood and agreed that COUNTY shall withhold seven percent (7%) of all income paid to CONTRACTOR under this agreement for payment and reporting to the California Franchise Tax Board because CONTRACTOR does not qualify as (1) a corporation with its principal place of business in California, (2) a partnership with a permanent place of business in California, (3) a corporation qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

**11. 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 or federal tax identification number, and whether dependent health insurance coverage is available to CONTRACTOR.

**12. 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 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 90 days of notice by COUNTY shall be grounds for termination of this Agreement.

**13. 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 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.

**14. RETIREMENT BENEFITS/STATUS *(Required of retired County employees)***

CONTRACTOR acknowledges and agrees that COUNTY has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System (SCERS) retirement benefits during the term of this Agreement. By entering into this Agreement, 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.

**15. 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.

**16. 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.

**17. 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, 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 anti-discrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

**18. INDEMNIFICATION**

To the fullest extent permitted by law, for work or services provided under this Agreement, Contractor shall indemnify, defend, and hold harmless County, its

governing Board, officers, directors, officials, employees, and authorized volunteers and agents, from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto, including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor, its employees, or the Contractor's subconsultants or subcontractors.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Contractor or the Contractor's Subconsultants or Subcontractors.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

**19. 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.

**20. 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.

as applicable, insert web accessibility policy provision

as applicable, insert good neighbor policy provision

**21. 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 in accordance with the procedures prescribed by COUNTY on a **monthly basis for services performed during the previous month**. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. **(OPTIONAL)** 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 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 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.

**22. LEGAL TRAINING INFORMATION **keep/delete as appropriate****

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.

**23. 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 contract 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.

**24. 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.

**OR (if you keep page 1 option, use this option)**

- A. 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.

- B. 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.

**25. SUCCESSORS**

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

**26. TIME**

Time is of the essence of this Agreement.

**27. 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 party on the basis that the other party prepared it.



**28. DIRECTOR/Officer/Administrator**

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

**29. 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 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.

**30. TERMINATION**

- A. COUNTY may terminate this Agreement without cause upon [redacted] 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 by COUNTY under paragraph (A) or (C) above:
1. CONTRACTOR shall cease rendering services pursuant to this Agreement as of the termination date.
  2. CONTRACTOR shall deliver to COUNTY copies of all writings prepared pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, drawings, blueprints, printing, electronic media, photostating, photographing, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
  3. 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.
- E. If this Agreement is terminated under paragraphs (A) or (C), above, CONTRACTOR shall be paid for authorized and approved services performed prior to the termination date in accordance with the provisions of the Compensation and Payment of Invoices Limitations provision of this Agreement.
- F. The Director has authority to terminate this Agreement under paragraphs (A), (B), or (C), above. *Delete this option for director-approved agreements as not applicable—use only in board-approved agreements. If used, this must be disclosed in board letter.*

**31. REPORTS**

CONTRACTOR shall, without additional compensation therefore, 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.

**32. 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 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.

**33. 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.

**34. 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.

**35. 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, 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).

**36. 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.

**37. 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.

**38. COUNTERPARTS**

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

(SIGNATURE PAGE FOLLOWS)

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

*insert appropriate signature blocks*

THIS AGREEMENT FORMAT HAS BEEN APPROVED BY COUNTY COUNSEL  
**OR**  
Contract and CONTRACTOR Tax Status Reviewed and Approved by County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

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

*If approved by board with delegation to a director to sign, insert the board agenda date, item and resolution number, here.*

Prepared by: \_\_\_\_\_

Terrie Gaines, Administrative Services Officer II  
Contract Services Section/Contract & Purchasing Services Division  
Department of General Services  
Phone: (916) 876-6287

*and insert file name/path*

**EXHIBIT A to Agreement**

**SCOPE OF SERVICES**

**1. SERVICE LOCATION(S)**

Facility Name(s): Concourse B  
Street Address: 6900 Airport Boulevard  
City and Zip Code: Sacramento, CA 95837

**2. REQUEST FOR BID**

A. The scope of services to be provided by this Agreement are those services identified in COUNTY'S Request for BID (RFB) dated \_\_\_\_\_. The RFB is hereby incorporated into this Agreement as Attachment 1, respectively, and made a part of this Agreement. CONTRACTOR agrees to perform all services stated in this Agreement for the compensation described herein.

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

**3. SCHEDULE**

CONTRACTOR shall complete the services in an expeditious manner and transmit all applicable materials to the COUNTY as stated in the RFB or as mutually adjusted with COUNTY'S Project Manager.

**4. RESPONSIBILITIES OF COUNTY AND CONTRACTOR FOR SCOPE**

A. COUNTY, 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. COUNTY 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.

B. 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 COUNTY shall not be deemed to constitute acceptance or waiver by the COUNTY 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.

**5. 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 COUNTY or COUNTY staff at any meetings of public or private agencies unless an appropriate COUNTY official provides prior written authorization for such representation which outlines the purpose, scope and duration of such representation. CONTRACTOR shall possess no authority or right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligations whatsoever. COUNTY is responsible for making all policy and governmental decisions related to the work covered by this Agreement.

**6. 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.

**EXHIBIT B to Agreement**

**COUNTY OF SACRAMENTO  
INSURANCE REQUIREMENTS**

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 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 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.

**1. Verification of Coverage**

CONTRACTOR shall furnish COUNTY with certificates evidencing coverage required below. **Copies of required endorsements must be attached to the certificates provided.** 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 COUNTY and general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by COUNTY before performance commences. COUNTY reserves the right to require that CONTRACTOR provide complete, certified copies of any policy of insurance including endorsements offered in compliance with these specifications.

**2. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001 or as broad as. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by COUNTY Risk Manager.

AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 00 01 or as broad as. 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. Personal Lines automobile insurance shall apply if vehicles are individually owned.

WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.

PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to CONTRACTOR'S profession.

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.

**PERFORMANCE AND PAYMENT BONDS**

The Contractor shall, before beginning said work, file two bonds with County, each made payable to the County. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code Division 3, Part 4, Title 15, Chapter 7, and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

**3. Minimum Limits of Insurance**

CONTRACTOR shall maintain limits no less than:

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

General Aggregate:	\$4,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$2,000,000
Fire Damage:	\$ 100,000

Building Trades CONTRACTORS and CONTRACTORS 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).



Automobile Liability:

- a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit. Landside only. \$5,000,000 for airside driving.
- b. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

Workers' Compensation: Statutory.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Professional Liability or Errors and Omissions Liability: \$2,000,000 per claim and aggregate.

**4. Deductibles and Self-Insured Retention**

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

**5. 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, CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

**6. Other Insurance Provisions**

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

**7. All Policies:**

- a. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII. 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 COUNTY and the general public are adequately protected.
- b. MAINTENANCE OF INSURANCE COVERAGE: CONTRACTOR shall maintain all insurance coverages and limits in place at all times and provide

COUNTY with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

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.

**8. Commercial General Liability and/or Commercial Automobile Liability:**

- a. ADDITIONAL INSURED STATUS: 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 CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to 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, CONTRACTOR'S insurance coverage shall be endorsed to be primary insurance as respects COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.
- d. SEVERABILITY OF INTEREST: 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.

**9. Professional Liability:**

PROFESSIONAL LIABILITY PROVISION: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional

services provided under this Agreement.

**10. 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 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 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.

**11. Property / COURSE OF CONSTRUCTION (COC) WAIVER OF SUBROGATION:**  
**Any Course of Construction (COC) policies maintained by CONTRACTOR in performance of the Agreement shall contain the following provisions:**

- a. COUNTY shall be named as loss payee.
- b. The insurer shall waive all rights of subrogation against COUNTY.

**INLAND MARINE WAIVER OF SUBROGATION:** Any Inland Marine insurance policies maintained by CONTRACTOR in performance of the Agreement shall be endorsed to state that the insurer shall waive all rights of subrogation against COUNTY.

**12. 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**

**COMPENSATION**

**1. MAXIMUM PAYMENT TO CONTRACTOR**

The Maximum Total Payment Amount under this Agreement is: \$                     

Compensation Summary	
<i>If compensation contains several elements making following the total difficult, add this table and insert appropriate info and dollar amounts</i>	
See RFB	
Total	

**2. COMPENSATION COMPONENTS**

*use appropriate options such as T&E, lump sum, cost plus fixed fee, etc.*

**3. ITEMIZED TASKS AND SUBTASKS**

If CONTRACTOR'S Proposal contains a schedule of tasks or subtasks with identified levels of effort such as estimated hours and/or estimated costs, or identifiable work products, milestones, or other events, then compensation for these individual tasks or activities shall not exceed the identified estimate or other limiting factors without the written approval of COUNTY'S Project Manager. CONTRACTOR shall promptly notify COUNTY'S Project Manager in writing of any tasks, subtasks, work products, or milestones that need to be reevaluated and indicate the reason and/or justification for such reevaluation. COUNTY'S Project Manager is authorized to negotiate adjustments of individual tasks so long as the work is within the general scope of the project and the total compensation does not exceed the Maximum Total Payment Amount under this Agreement listed above.

**4. WORK NOT IN SCOPE OF SERVICES**

CONTRACTOR shall immediately notify the COUNTY'S Project Manager in writing of any work that the COUNTY requests to be performed that CONTRACTOR believes is outside of the original scope of work covered by this Agreement. If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until the Director approves such request in writing and authorizes the use of any contingency funds for such work, or an amendment providing for an adjustment in CONTRACTOR'S compensation is approved and executed by both parties.

**5. NOTIFICATION OF 75% EXPENDITURE OF COMPENSATION**

CONTRACTOR shall notify COUNTY'S Project Manager in writing upon expenditure of seventy-five percent (75%) of the authorized Agreement amount.

Such notice shall identify the percentage of funds expended, the percentage of work completed, an explanation of any variation between these two (2) percentages, and an assessment of the cost of the remaining work to be performed.

**6. SUBMISSION OF INVOICES**

CONTRACTOR shall address and submit all invoices associated with this Agreement by U.S. mail or personal delivery to COUNTY at the address in the Notice provision of this Agreement.

or

CONTRACTOR shall address and submit all invoices associated with this Agreement by U.S. mail or personal delivery to the following address:

CONTRACTOR shall include the following information on all invoices:

1. Contract Number \_\_\_\_\_
2. Project Name \_\_\_\_\_
3. Date of Invoice Submission
4. Time Period Invoice Covers
5. Services Provided and Respective Compensation Requested
6. Any other information deemed necessary by CONTRACTOR and/or COUNTY.

**7. PAYMENTS**

In accordance with the Compensation and Payment of Invoices Limitations provision of this Agreement, COUNTY shall address and submit payments to CONTRACTOR at address in the Notice provision of this Agreement.

*If payment address will be different than notice address, then change last sentence to say "following address" and use the following additional text:*

CONTRACTOR'S Name  
Address

CONTRACTOR may change the address to which subsequent payments shall be sent by giving written notice designating a change of address to COUNTY, which shall be effective upon receipt.

# Exhibit 4 – Permit For Temporary Entry Template

## PERMIT FOR TEMPORARY ENTRY AND PROJECT PURPOSES

**COMPANY NAME**

This Permit for Temporary Entry and Project Purposes (Permit) is dated for reference as of \_\_\_\_\_, 2014 and is entered into by and between the County of Sacramento, (County), a political subdivision of the State of California and **COMPANY NAME**; (Permittee).

**WHEREAS**, County is the owner and operator of the Sacramento International Airport, (Airport); located in Sacramento County as part of the County Airport System operated by the Sacramento County Department of Airports (Department) and the Director of Airports (Director) has the right to grant access to Airport property for project purposes;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties desire to enter into this Permit.

**1. Premises:** The following Premises permitted for the Project (as defined in Paragraph 2) are shown on Exhibit A, attached hereto and incorporated herein by this reference (Premises) and more particularly described as:

Concourse B – East and West Corridors

**2. Project Purpose:** The purpose of this Exit Lane Technology is to stop unauthorized movement of people and objects from the non-sterile to sterile area of Concourse B through an automated system instead of human guards. The Exit Lane Technology will be functional twenty-four (24) hours a day, seven (7) days per week, unless otherwise specified by airport authorities, or during routine scheduled maintenance.

The Project shall also include the on-going post-implementation support and annual maintenance as outlined in the Itemized Contract by Permittee throughout the term of this Permit.

**3. Access:** Permittee shall:

1. Adhere to the Airport Construction Safety Plan attached as Exhibit B;
2. Comply with all established security procedures as required by County to access the Premises, at the sole cost and expense of the Permittee;
3. Coordinate with Airport Operations for the approved parking area of all Permittee construction vehicles.

**4. Airport Operations Notice:** The Permittee shall provide a list of designated representatives to respond to Operations Manager Sheri Thompson-Duarte (916) 874-0560 and Airport Operations Officer Duty Officer (916) 806-5351 as required.

**5. Term:** This Permit shall commence when fully executed by all parties and shall expire on **INSERT DATE**. Installation of equipment is expected to be complete by February 2016; however, Permittee will continue to provide post-implementation support and annual maintenance services in accordance with the Itemized Contract, throughout the Permit term.

**6. Permit Fee:** None required.

**7. Expenses:** The Permittee shall bear any and all costs and expenses associated with this Permit and the permitted use of the Premises.

**8. Surrender/Restoration:** The Permittee shall peaceably surrender possession of the Premises upon expiration or sooner termination of this Permit. Upon expiration or sooner termination of this Permit, the Permittee shall remove such personal property within thirty (30) days of such expiration or termination. Should the Permittee fail to remove such personal property in a manner satisfactory to the County, County may, at its sole election, upon written notice to the Permittee, consider such personal property abandoned and may dispose of same at the expense of the Permittee, or after sixty (60) days of such expiration declare the personal property of the Permittee to be vested in the County.

**9. Damage:** The Permittee shall be responsible for any personal injury or damage to the Premises to the extent caused by its activities while on the Premises. No work performed by the Permittee shall cause any unreasonable interference of Airport tenants' activities or use by County of the roadways or airfield access associated with the Premises. The Permittee shall undertake all activities hereunder to minimize any damage or destruction of any appurtenances of County. Any and all activities associated with the Project must directly respond to best management practices for site cleanliness, pollution prevention, and waste classification of soil for disposal. The provision of this Paragraph shall survive the expiration or termination of this Permit.

**10. Indemnification:** To the fullest extent permitted by law, Permittee shall indemnify, defend, and hold harmless County, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (collectively "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims") including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the Permittee, its officers, employees, agents, and subcontractors, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Permittee, or for which the Permittee is legally liable under law regardless of whether caused in part by an Indemnified Party. Contractor shall not be liable for any Claims arising from the sole negligence or willful misconduct of an Indemnified Party where such indemnification would be invalid under Section 2782 of the Civil Code.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Permittee or the Permittee's Subcontractors.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

**11. Compliance with Laws:** In the prosecution of the work covered by this Permit, the Permittee shall comply with all applicable federal, State, and local laws, regulations and enactments affecting the work on the Project. In addition, the Permittee shall comply with all applicable federal, State, and local occupational safety and health acts and regulations. If any failure by the Permittee to comply with any such laws, regulations, and enactments shall result in any fine, penalty, cost, or charge being assessed, imposed or charged against County, the Permittee shall reimburse and indemnify County of any such fine, penalty, cost, or charge, including without limitation, attorney's fees, court costs, and expenses (except environmental fines and penalties which shall be handled in accordance with Paragraph 14. The provisions of this Paragraph shall survive the expiration or termination of this Permit.

**12. Counterparts:** This Permit may be executed in multiple counterparts, each of which shall be deemed an original, by all of which, together, shall constitute one and the same instrument.

**13. Attorney's Fees and Costs:** Any party may bring a suit or proceeding to enforce or require performance of the Terms of this Permit, and each party shall be responsible for this own attorney's fees and costs.

**14. Environmental Fines and Penalties:** Notwithstanding the foregoing, the Permittee shall assume responsibility for and payment of any fines or penalties levied on either the Permittee or the County by any governmental authority (Authority) for breaches of the Authority's environmental regulations resulting from the operations or actions on the Premises by the Permittee. In addition, it is understood that, during the course of the activities allowed by this Permit, the environmental regulations implemented or imposed by the Authority may change. Permittee specifically agrees to comply with any future environmental regulations implemented or imposed by the Authority on the Permittee or the County. The provisions of this Paragraph shall survive the expiration or termination of this Permit.

**15. Site Maintenance:** The Permittee shall care for the Premises, including the approaches thereto and all appurtenances of the Premises to ensure dust and trash control at all times. The Permittee shall comply with haste for all requests by the County to eliminate trash and other debris which could be carried by the wind onto the airfield.

**16. Insurance:**

**Requirement** - Throughout the Term of this Agreement and any extension(s) hereto, Permittee shall, at its sole cost and expense, maintain insurance in the kinds and amounts as set forth in Exhibit C Permittee shall furnish County with evidence of coverage as provided in Exhibit C prior to commencement of any of Permittee's activities on the Premises as permitted under the terms of this Agreement.

**Termination** - Failure by Permittee to maintain any of the required insurance, or to provide County with the required evidence of insurance as set forth in Exhibit C and such failure continues for a period of ten (10) days following Permittee's receipt of written notice from Director of Airports of such failure, and which notice includes a written demand upon Permittee to maintain the required insurance or provide the required evidence of insurance, as the case may be, shall thereafter constitute a breach of this Agreement and entitle Director of Airports to terminate this Agreement; with written notice to Permittee.



**17. Airport Construction Safety Plan:** The Permittee shall comply with all safety regulations of the Airport as more particularly described in Exhibit B, attached and incorporated herein by this reference.

**18. Airport Security:** The Permittee shall comply with all security regulations of the Airport as more particularly described in Exhibit D, attached and incorporated herein by this reference. The Permittee shall be solely responsible for the payment of any and all penalties and fines which may be levied for Permittee's violation of any such security regulations within the Airport.

**19. Successors and Assigns:** This Permit shall bind the successors and assigns of County and the Permittee in the same manner as if they were expressly named. 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.

**20. Notices:** Notices required herein (with the exception of advance notice to access Premises) shall be in writing and served personally, sent via regular U.S. Mail, overnight courier or facsimile. Any notice mailed pursuant to this Section shall be presumed to have been deemed received by the addressee five (5) business days after deposit of same in the mail to the address below. The parties shall have the right, by giving fifteen (15) days advance written notice to the other, to change the addressee, address, or facsimile number at which its notices are to be received.

**County**  
Properties and Business  
Development  
Sacramento Dept. of Airports  
6900 Airport Blvd.  
Sacramento, CA 95837

**Permittee**  
**COMPANY NAME**

Notices sent by any Permittee to County using facsimile shall be presumed to have been deemed received by the recipient upon printed confirmation by the facsimile machine provided the following facsimile number is used:

**Facsimile:** (916) 874-0920      **Facsimile:** (908) 243-0660

**21. Amendments:** Modifications or amendments to the terms of this Permit shall be in writing and executed by all parties.

**22. Interpretation and Enforcement:** Interpretation and enforcement of this Permit shall be governed by laws of the State of California.

**23. Assurances Required by the FAA:** The Permittee shall, at all times during the term of this Permit, comply with the provisions of the "Assurances Required by the Federal Aviation Administration" (Assurances) and any subsequent amendments. A copy of these Assurances is attached as Exhibit E and incorporated herein by this reference. The Permittee shall include compliance with these Assurances in all other agreements it enters into with third parties, pertaining to, referencing or otherwise related to activities regarding the Premises.

**24. Entire Agreement:** This Permit constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, the Project, and supersedes all prior oral or written agreements, permits, and understandings between the parties relating to the subject matter thereof, the Project.

**25. Not an Interest in Real Property:** The Permittee acknowledges the Permit does not convey any interest in real property now or in the future.

**26. Statement Regarding a Certified Access Specialist:** Pursuant to California Civil Code §1938, the COUNTY states that the leased Premises:

- Have not undergone an inspection by a Certified Access Specialist (CASp).
- Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.
- Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

*Remainder of page intentionally left blank*

27. By mutual agreement, County and the Permittee hereby agree to the terms and conditions of the Permit as expressly set forth herein:

**Sacramento County Department of Airports**

**“County”**

By: \_\_\_\_\_ / \_\_\_\_\_  
JOHN WHEAT Date  
Director of Airports

**“Permittee”**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Reviewed and Approved:

\_\_\_\_\_/\_\_\_\_\_  
County Counsel Date

- Attachments: Exhibit A – Premises
- Exhibit B – Airport Construction Safety Plan
- Exhibit C – Insurance Requirements
- Exhibit D – Airport Security
- Exhibit E – FAA Assurances

**EXHIBIT A**

**Premises**

**INSERT EXHIBIT**

**EXHIBIT B**

**SACRAMENTO COUNTY DEPARTMENT OF AIRPORTS  
AIRPORT CONSTRUCTION SAFETY PLAN**

**SKIDATA, INC**

**SCOPE OF SERVICES:**

**I. SERVICE LOCATION(S)**

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

**II. DESCRIPTION OF SERVICE(S)**

**INSERT DESCRIPTION**

**RESPONSIBILITIES AND PROCEDURES at Sacramento International Airport**

The Project Manager shall explain airport safety requirements and procedures at the preconstruction meeting. During construction, the Project Manager will clarify and resolve safety issues as required. Whenever required, the Project Manager will issue Notices to Airmen (NOTAMs) as necessary to alert aircraft approaching or departing or operating on the airport. Issuance of a NOTAM or other notification to users of the airport does not relieve Permittee's contractor from exercising caution whenever in an Airport Operations Area (AOA).

The Project Manager shall inspect construction areas before start of work and again prior to reopening area to traffic for safety compliance. Daily inspections by the Project Manager shall be expected.

A full-time safety representative will be provided by Permittee, with no duties other than to administer Permittee's safety plan. The safety representative shall be qualified in Occupational Safety and Health Standards in the construction industry, shall have received specific training in safety and loss control practices pertinent to the scope of work of this Project, and be certified in First Aid and CPR.

Permittee-designated safety representative will be the contact with the Project Manager for all safety issues. The Permittee shall monitor Air Traffic Control Tower (ATCT) radio frequencies whenever personnel or equipment are on active or temporarily closed AOAs. Radio contact shall be made as necessary to ensure safety of aircraft and personnel on the ground.

The airport has ARFF, Aircraft Rescue and Fire Fighting for basic emergency services.

The Permittee's safety representative shall implement safety requirements and direct correction of safety deficiencies. Names, titles and phone numbers of the Permittee's safety representative shall be furnished at the preconstruction conference. Airport contact persons, phone numbers and radio frequencies are listed in Table 1, as follows:

**TABLE 1 – CONTACT NUMBERS**  
**Telephone**

Sacramento Airport Operations (24-hour phone)	(916) 806-5351
Airport Project Manager Sheri Thompson-Duarte	(916) 874-0560
Emergency	(916) 929-5000
Fire Emergency	(916) 929-5000

Permittee's safety representative will ensure that all contractor/subcontractor/supplier employees who will be working on the Airport receive training on airport safety requirements prior to start of work. Permittee's safety representative shall ensure that contractor resources are available prior to start of work to comply with all safety requirements. Safety requirements include, but are not limited to, barricades, lights, signs, radios, and other safety devices and materials needed to safely accomplish the work. Permittee safety representative shall conduct at least two safety inspections per work day of the construction areas, vehicles and equipment, and construction procedures. He/she will take immediate action to correct observed safety deficiencies and immediately report unsafe conditions to the Project Manager.

Permittee shall prepare a site-specific Safety Plan for work under this Project. The Safety Plan shall conform to all applicable federal, State and County safety regulations and requirements. Copies of the Safety Plan shall be distributed to the Project Engineer and the Airport Manager. The Safety Plan shall include, at a minimum:

- Complete list of contractor and jobsite contact personnel, including emergency contacts and office, home and cell phone numbers.
- Safety responsibilities of the project superintendent, foremen and employees.
- Employee-screening procedures and the company policy for drug testing shall be explained in the Safety Plan.
- Content of the safety orientation and hazard awareness training to be given to all new employees shall be included in the Safety Plan.
- Records and procedures for substantiation of each worker's satisfactory completion of the training and identification of these personnel on the job (e.g. sticker on hard hat, badge, etc.).
- Risk management program to review and evaluate tasks for potential hazards, a plan to mitigate these hazards and timely coordination and training of work crews in applicable safety procedures.
- Description of personal protection equipment mandatory for use at the site as well as for special tasks.
- Respiratory protection program, including selection of equipment, fit testing, training in equipment and familiarization with symptomatic warnings.
- Essentials for fall protection program at the job site.
- Procedures for job site security, barricades, fencing, warning signs, etc. to restrict site access and provide public safety.
- Procedures for fire protection and control.
- Emergency communication and response plan for security, fire and rescue.

## **BEFORE STARTING CONSTRUCTION**

A preconstruction meeting shall be held prior to start of any construction project at the airport. The meeting will be scheduled by the Airport Project Manager and attendance by Permittee's staff is mandatory.

No work will take place prior to the Department's receipt of the executed Permit between the construction engineer and Permittee and review and approval of the prescribed bonds and insurance by the Sacramento County Risk Manager. Following execution of the Permit and receipt and approval of the bonds and insurance, a Permit for Temporary Entry (PTE) will be issued by the Department's Airport Properties Section. The PTE will constitute authorization to begin the work. The PTE will state the date and details of the Permit when it will commence and expire.

Prior to performance of any demolition under this Permit, Contractor shall carefully inspect the entire building site and structures. Contractor shall verify with Project Manager those structures and objects designated to be demolished and removed and those structures and objects that are to remain.

## **GENERAL SAFETY REQUIREMENTS**

Throughout the construction project, the following safety and operational practices should be observed:

- Operational safety should be a standing agenda item during progress meetings throughout the construction project.
- The Permittee and Airport Project Management must perform onsite inspections throughout the Project, with Permittee's immediate remedy of any deficiencies to the extent such deficiencies are caused by Permittee, whether caused by Permittee's negligence, Permittee's oversight, or Permittee's non-compliance with Project scope change.
- Airport runways, taxiways and aprons should remain in use for aircraft to the maximum extent practical.
- Use of areas near the Permittee's work should be coordinated to minimize disturbance to both airport and Permittee's operation.
- Permittee, subcontractor, and supplier employees or any unauthorized persons must be restricted from entering an airport area that would be hazardous.

Construction that is within the safety area of an active runway, taxiway, or apron that is performed under normal operational conditions must be performed when the runway, taxiway, or apron is closed or use-restricted and initiated only with prior written direction from the Project Manager.

If required, the Project Manager, Director of Airports, or his designated representative may order the Permittee to suspend operations; move personnel, equipment, and materials to a safe location; and stand by until aircraft use is completed.

## **CONSTRUCTION MAINTENANCE AND FACILITIES MAINTENANCE**

Before beginning any construction activity, the Permittee must notify the Project Manager of any situations that may require issuance of a NOTAM. Such notification from the Permittee shall include proposed location, time, and date of commencement of construction. Upon completion of work and return of all such areas to standard conditions, the Permittee must, through the Project Manager verify the cancellation of all notices issued via the NOTAM System. Throughout the duration of the construction project, the Permittee must:

- Be aware of and understand the safety problems and hazards described in AC 150/5370-2F, ***Operational Safety on Airports During Construction***.
- Conduct activities so as not to violate any safety standards contained in AC 150/5370-2F or any of the references therein.
- Inspect all construction and storage areas as often as necessary to be aware of conditions.
- Promptly take all actions necessary to prevent or remedy any unsafe or potentially unsafe conditions caused by Contractor as soon as they are discovered.

## **ACCESS AND HAUL ROUTES**

Traffic must be maintained with minimal delays throughout the Project. No road closures are anticipated to be required; however, temporary closures or detours may be allowed if approved in writing by the Design and Development section of the Department. Materials and equipment must be staged in locations that will not impede movement of traffic at the airport. Streets must be kept clean at all times, flow in gutters and inlets shall be maintained. Permittee shall notify adjacent leaseholders of any activity that may affect the leaseholder's use of their property.

Construction employees must park all construction vehicles in the area as designated by the Project Manager, which is outside the Runway Safety Areas (RSAs) and Obstacle Free Zones (OFZs).

Employees shall park construction equipment outside the Obstacle Free Area (OFA) when not in use by construction personnel and not left overnight.

## **MARKING AND LIGHTING**

All construction equipment must be marked by a 3-foot square orange and white checkered flag or flashing beacon. Contractor shall submit a Notice of Proposed Construction or Alteration (FAA Form 7460-1) when using equipment with extendable booms or that are more than 15 feet in height, FAA response to this submittal may require additional lighting of equipment, depending on height of equipment and location(s) of the work. Supervisory and escort vehicles must display a 360-degree amber rotating or flashing beacon.

For nighttime construction, certain other vehicles, cranes and pieces of construction equipment may require lighting as directed by Airport management.

## **LIMITATIONS ON CONSTRUCTION**

Additional limitations on construction include open-flame welding or torch cutting operations are prohibited unless adequate fire safety precautions are provided and these operations have been authorized by Airport management.



## **DEBRIS**

Waste and loose materials, commonly referred to as Foreign Objects Debris (FOD), are capable of causing damage to aircraft landing gear, propellers, and jet engines. *Permittee must not leave or place FOD on or near active aircraft movement areas. These areas must be continuously monitored and any materials tracked onto these areas by Permittee must be immediately removed.*

Permittee shall provide covered containers for deposit of trash and shall maintain areas free of waste materials, debris and rubbish. Permittee shall maintain work areas in a clean and orderly condition throughout the Project. Permittee shall remove debris and rubbish created by Permittee from trenches, culverts, pipe chases, plenums, and other open or closed spaces prior to closing the surface.

**UTILITIES AND CABLES** encountered shall be protected by the Permittee as needed to permit construction. Permittee shall immediately repair any damaged utilities to the extent such utility damage is caused by Permittee at its own expense to the reasonable satisfaction of the respective owner(s) of the utilities.

## **WILDLIFE MANAGEMENT**

Wildlife attractants such as waste, loose materials, food scraps not collected from construction personnel, grass seeds, or ponded water shall be carefully and continuously removed to eliminate the attractant. FAA AC 50/5200-33, Hazardous Wildlife Attractants On or Near Airports provides guidance on locating certain land uses having potential to attract hazardous wildlife to airports and is Airport specific.

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**EXHIBIT C**  
**REQUIRED INSURANCE**  
**COUNTY OF SACRAMENTO**  
**For**  
**“PERMITTEE”**

Without limiting Permittee's indemnification, Permittee 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 Permittee, its agents, representatives, employees, or subcontractors. 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 Permittee 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.

**Verification of Coverage**

Permittee 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 Permittee provide complete copies of any policy of insurance including endorsements offered in compliance with these specifications.

**Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001 or as broad as. 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.
2. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.
  - a. 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.
  - b. Personal Lines automobile insurance shall apply if vehicles are individually owned.
3. **WORKERS' COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance.
4. **PROFESSIONAL LIABILITY/ TECHNOLOGY ERRORS and OMISSIONS** Liability Including coverage for Product Failure, Security Failure, and Personal Injury..

5. 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.

**Minimum Limits of Insurance**

Permittee shall maintain limits no less than:

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

General Aggregate:	\$4,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$2,000,000
Fire Damage:	\$ 100,000

Building Trades Contractors and Contractors 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).

2. Automobile Liability:
  - a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit. Landside only. \$5,000,000 for airside driving.
  - b. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.
3. Workers' Compensation: Statutory.
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
5. Professional Liability/Technology Errors and Omissions Liability: \$2,000,000 per claim and aggregate.

**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 in writing by the County.

**Claims Made Professional / Technology Errors & Omissions Liability Insurance**

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

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

2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
3. 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 Permittee must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

### **Other Insurance Provisions**

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

#### **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 Permittee shall maintain all insurance coverages 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. Permittee 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. Permittee 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.

#### **Commercial General Liability and/or Commercial Automobile Liability:**

1. **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 Permittee; products and completed operations of the Permittee; premises owned, occupied or used by the Permittee; or automobiles owned, leased, hired or borrowed by the Permittee. The coverage shall contain no endorsed limitations on the scope of protection afforded to the County, its officers, directors, officials, employees, or volunteers.
2. **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.
3. **PRIMARY INSURANCE:** For any claims related to this agreement, the Permittee'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 Permittee's insurance and shall not contribute with it.

4. SEVERABILITY OF INTEREST: The Permittee'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.
5. SUBCONTRACTORS: Permittee shall be responsible for the acts and omissions of all its subcontractors and shall require all its subcontractors to maintain adequate insurance as required in this Agreement. Permittee shall also require all of its subcontractors to name the County as an additional insured for all contracts related to this Agreement and where applicable.

**Professional Liability:**

PROFESSIONAL LIABILITY PROVISION: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Agreement.

**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 Permittee.

**Property:**

COURSE OF CONSTRUCTION (COC) WAIVER OF SUBROGATION: Any Course of Construction (COC) policies maintained by the Permittee in performance of the Agreement shall contain the following provisions:

1. The County shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the County.

INLAND MARINE WAIVER OF SUBROGATION: Any Inland Marine insurance policies maintained by the Permittee in performance of the Agreement shall be endorsed to state that the insurer shall waive all rights of subrogation against the County.

**Notification of Claim**

If any claim for damages is filed with Permittee or if any lawsuit is instituted against Permittee, that arise out of or are in any way connected with Permittee's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect County, Permittee shall give prompt and timely notice thereof to County. Notice shall not be considered prompt and timely if not 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 D**

### **AIRPORT SECURITY**

**A.** Permittee, shall be solely responsible for regulating vehicular and pedestrian access from the area of permitted activities to the secured area on the airfield side of the airport if required. Any Permittee shall regulate such access in compliance with all applicable provisions, as they may be amended from time to time, of 49 CFR Part 1520/1540/1542, entitled "Airport Security," all other applicable laws, rules and regulations governing the Airport, and with County's Airport Security Program which requires Airport to conduct and document on each of Airport's employees at Airport an Federal Bureau of Investigations fingerprint based Criminal History Record Check (CHRC), which shall be subject to audit by the TSA, and to complete and submit to County necessary paperwork related thereto. Said Airport Security Program is incorporated herein by reference, as if fully made a part hereof.

Permittee shall grant County, at no cost to County, the right to install, maintain, and operate access prevention and surveillance devices on the area of construction activities including access points utilized by any Permittee to secured areas and along the secured perimeter as Director, in his sole discretion, may reasonably determine to be in the best interests of the Airport.

**B.** Permittee shall establish and implement procedures acceptable to the Director for the prevention of unauthorized vehicular and pedestrian access from any part of the area of permitted activities described herein or to any secured areas of Airport immediately adjacent thereto.

**C.** Permittee shall be solely responsible for the payment of any and all penalties and fines which may be levied by the TSA for violation of any Transportation Security Administration Regulation, to the extent arising from or relating to the Permittee failure to perform its security responsibilities.

**D.** Any Permittee shall comply with all security regulations at airport including providing its employees, subcontractors and other persons upon the area of the permitted activities as may be designated by the Director, with security badges acceptable to the Director, if required by the Director.

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## **EXHIBIT E**

### **ASSURANCES REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION**

#### **SECTION A**

**Purpose, Classes Of Activities, Applicability Of Assurances  
And  
Definition Of Terms**

1. **PURPOSE:**

The County of Sacramento, California, an airport owner subject to both Federal Grant Agreement obligations at Sacramento International Airport (SMF), Sacramento Executive Airport (SAC), and Mather Airport (MHR), is required by the Federal Aviation Administration (FAA) to include specific provisions, addressing, among other things, the requirements of Title VI of the Civil Rights Act of 1964, Exclusive Rights prohibitions, and Affirmative Action items contained in Title 14 Code of Federal Regulations Part 152, within all agreements (including, without limitation, leases, licenses, permits, and contracts) between said County and any and all entities who use or perform work or conduct activities on County owned or operated airport premises for aeronautical or non-aeronautical purposes. The purpose of this Exhibit is to appropriately incorporate within the "Permit," to which it is attached and made a part of by reference therein, the eighteen (18) numbered provisions contained within Section "B," "ASSURANCES," below.

2. **CLASSES OF ACTIVITIES:**

The applicability of each of the eighteen (18) numbered provisions contained within Section "B," "ASSURANCES," below, to that certain "Permit" to which this Exhibit is attached and made a part of by reference therein, is, among other things, dependent upon the type of work to be performed and/or the type of activities to be conducted at the airport(s) by the Lessee, PERMITTEE, Licensee, Operator, etc., named therein, pursuant to and in accordance with those certain rights, privileges, uses, and operations, expressly granted and/or authorized there under. The following activity classifications, as established by the FAA, are provided for the information and guidance of all concerned:

- a. **Direct and Supportive Aeronautical:** The following activities, commonly conducted on airports, are AERONAUTICAL ACTIVITIES:
- (1) Air Carrier
  - (2) Charter Operations
  - (3) Pilot Training
  - (4) Aircraft rental and sightseeing
  - (5) Aerial Photography
  - (6) Crop dusting
  - (7) Aerial Advertising and Surveying
  - (8) Aircraft Sales and Services
  - (9) Sale of Aviation Petroleum products (whether or not conducted in conjunction with other included activities)
  - (10) Repair and Maintenance of Aircraft
  - (11) Sale of Aircraft Parts
  - (12) Any other activities which, because of their direct relationship to the operation of an aircraft, can appropriately be regarded as an "aeronautical activity."
- b. **Complementary Aeronautical:** The following activities, when conducted on airports, are COMPLEMENTARY AERONAUTICAL ACTIVITIES:
- (1) Ground Transportation (taxis, car rentals, limousines)
  - (2) Restaurants
  - (3) Barber Shops
  - (4) Auto Parking Lots

- (5) Recreational Facilities
- (6) Any other commodities, services or accommodations made available to the general public.

c. Non-Aeronautical: The following activities, when conducted on airports, being neither “Direct and Supportive Aeronautical” nor “Complementary Aeronautical,” as defined above, are NON-AERONAUTICAL ACTIVITIES.

- (1) Manufacturing
- (2) Agriculture
- (3) Any other activity not appropriately falling within the above-said “Direct and Supportive Aeronautical” and/or “Complementary Aeronautical,” classifications.

3. APPLICABILITY OF NUMBERED PROVISIONS WITHIN SECTION “B,” “ASSURANCES,” BELOW TO CLASS(ES) OF ACTIVITIES SPECIFIED WITHIN PARAGRAPH 2, ABOVE:

The applicability of the numbered provisions within Section “B,” “Assurances,” below, to the respective classes of activities specified within sub-paragraphs 2a, b, and c, of this Section “A,” above, is as follows:

**NUMBERED PROVISIONS    ACTIVITY CLASS    APPLICABLE TO CLASS**

**SMF, SAC and MHR AGREEMENTS**

Direct and Supportive Aeronautical	1 through 18
Complementary Aeronautical	1 through 16
Non-Aeronautical	1 through 16

4. DEFINITION OF TERMS USED WITHIN SECTION “B,” “ASSURANCES,” BELOW:

In order to facilitate ease of fulfillment of the requirement specified within paragraph 1 of this Section “A,” this Exhibit is designed to be attached to and made a part of all County of Sacramento Airport “Agreements,” including, without limitation, leases, licenses, permits, contracts, etc. Therefore, in the event the “Agreement” to which this Exhibit is attached and made a part of by reference therein shall be other than a lease or be a lease within which the parties thereto are therein called or referred to other than “Lessor” and “Lessee,” then, where the terms “Lessor,” “Lessee,” and “Lease” appear, as shown, within the seventeen (17) numbered “ASSURANCES” listed within Section “B,” below, said terms shall be deemed to mean “COUNTY OF SACRAMENTO, CALIFORNIA,” “THE OTHER PARTY TO THE PARTICULAR AGREEMENT” (e.g., Licensee, PERMITTEE, Concessionaire, Operator, etc.), and the “AGREEMENT” itself (regardless of title, type and/or description, including, without limitation, Leases, Agreements, Licenses, Permits, and Contracts) respectively. Where the terms “LANDLEASED” and “LEASEDPREMISES” (and all reasonably readily identifiable derivations thereof) appear, said terms shall be deemed to mean the land(s) and/or premises specifically identified within the “Agreement” as being that/those to which leasehold tenancies, occupancies, use(s), operation(s), and/or access(es) by the Lessee, PERMITTEE, Licensee, Operator, Concessionaire, etc., are expressly authorized. In all cases, where the term “AIRPORT” appears, as shown, it shall be deemed to mean the particular airport(s) (i.e., either the Sacramento International Airport, the Sacramento Executive Airport, or Mather Field) as identified within the “Permitt” between the parties as being the Airport(s) to which the “Permit” pertains.

**SECTION B**



## Assurances

1. The "LESSEE," for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (as a covenant running with the land if the "Permit" to which this Exhibit is attached is a lease) that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this "LEASE" for a purpose for which a U.S. Department of Transportation (DOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the "LESSEE" shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
2. The "LESSEE," for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (as a covenant running with the land if the agreement to which this Exhibit is attached is a lease) that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the "LESSEE" shall use the "premises" in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
3. That in the event of breach of any of the above nondiscrimination covenants, "LESSOR" shall have the right to terminate the "LEASE" and to reenter and repossess said land and the facilities thereon, and hold the same as if said "LEASE" had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.
4. "LESSEE" shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the "LESSEE" may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.
5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the COUNTY OF SACRAMENTO, CALIFORNIA ("LESSOR") shall have the right to terminate this "LEASE" and the estate hereby created without liability therefore or at the election of the "LESSOR" or the United States either or both said Governments shall have the right to judicially enforce Provisions 1, 2, 3, and 4 above.
6. "LESSEE" agrees that it shall insert the above five (5) provisions in any lease, agreement, contract, etc., by which "LESSEE" grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the "premises" herein "LEASED."
7. The "LESSEE" assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The "LESSEE" assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart.

The "LESSEE" assures that it will require that its covered suborganizations provide assurances to the "LESSEE" that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effect.

8. The "LESSOR" reserves the right to further develop or improve the landing area of the "Airport" as it sees fit, regardless of the desires or view of the "LESSEE" and without interference or hindrance.

9. The "LESSOR" reserves the right, but shall not be obligated to the "LESSEE," to maintain and keep in repair the landing area of the "Airport" and all publicly-owned facilities of the "Airport," together with the right to direct and control all activities of the "LESSEE" in this regard.

10. This "LEASE" shall be subordinate to the provisions and requirements of any existing or future agreement between the "LESSOR" and the United States, relative to the development, operation or maintenance of the "Airport."

11. There is hereby reserved to the "LESSOR," its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the "premises" herein "LEASED." This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the "Airport."

12. "LESSEE" agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the "LEASED PREMISES," or in the event of any planned modification or alteration of any present or future building or structure situated on the "LEASED PREMISES."

13. The "LESSEE," by accepting this "LEASE," expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the "land leased" hereunder which would exceed the height limits of Part 77 of the Federal Aviation Regulations. In the event the aforesaid covenants are breached, "LESSOR" (the owner) reserves the right to enter upon the "land leased" hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the "LESSEE."

14. The "LESSEE," by accepting this "LEASE," agrees for itself, its successors and assigns, that it will not make use of the "LEASED PREMISES" in any manner which might interfere with the landing and/or taking off of aircraft at and/or from the "AIRPORT" (either Sacramento International Airport or Sacramento Executive Airport, or Mather Field, as applicable) or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the "LESSOR" (owner) reserves the right to enter upon the "premises hereby leased" and cause the abatement of such interference at the expense of the "LESSEE."

15. This "LEASE," and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said "AIRPORT" or the exclusive or nonexclusive use of the "AIRPORT" by the United States during the time of war or national emergency.

16. It is the policy of the Department of Transportation (DOT) that disadvantaged and minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of leases as defined in 49 CFR 23.5. Consequently, these leases are subject to 49 CFR Part 23, as applicable. "LESSEE" hereby covenants and agrees that no person shall be excluded from participation in, denied the benefits of or otherwise discriminated against in connection with the award and performance of any contract, including leases, covered by 49 CFR Part 23 on the grounds of

race, color, national origin or sex. "LESSEE" agrees that it will include the above clauses in all sub-leases and cause sublessees to similarly include the clauses in further sub-leases.

17. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

18. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, Airport is encouraged to:

- a. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
- b. Conduct workplace safety initiatives in a manner commensurate with the size of the business such as:
  - i. Establishment of new rules and program or re-evaluation of existing programs to prohibit text messaging while driving; and
  - ii. Education, awareness and other outreach to employees about the safety risks associated with texting while driving.

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