SAN MATEO COUNTY
AIRPORTS DIVISION

REQUEST FOR STATEMENT OF INTEREST
AND QUALIFICATIONS FOR

Airport Engineering, Planning, Environmental
and Economic Development Consulting

Services for the San Carlos and
Half Moon Bay Airports

RFQ NO. 2014-001

County of San Mateo Department of Public Works

Release Date: Wednesday, May 21, 2014
Responses Must be Received by 4:00 p.m. on June 17, 2014

REQUEST FOR STATEMENT OF INTEREST AND QUALIFICATIONS
FOR
Airport Engineering, Planning, Environmental and Economic Development Consulting Services for the San Carlos and Half Moon Bay Airports

Copies of Statement of Interest and Qualifications must be submitted to:

DEPARTMENT OF PUBLIC WORKS
Attn: Gretchen Kelly
620 Airport Drive – Suite 10
San Carlos, CA 94070

By 4:00 P.M. Pacific on
June 17, 2014

RESPONSES WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME

Note regarding the Public Records Act:

Government Code Sections 6550 et seq., the California Public Record Act, defines a public record as any writing containing information relating to the conduct of the public business. The Public Record Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure.

Be advised that any contract that eventually arises from this Request For Statement of Interest and Qualifications is a public record in its entirety. Also, all information submitted in response to this Request For Statement of Interest and Qualifications is itself a public record without exception. Submission of any materials in response to this Request For Statement of Interest and Qualifications constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the County if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the County for release of such information.
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SECTION I – GENERAL INFORMATION

A. STATEMENT OF INTENT
As outlined in more detail in Section II – Scope of Work, below, this Request for Statement of Interest and Qualifications (RFQ) seeks professional services of qualified consulting firms for an initial three-year period to provide engineering, planning, environmental and economic development services for FAA, State and County funded projects at the San Carlos and Half Moon Bay Airports. The target commencement date and initial term for the proposed services is August 2014 through July 2017, subject to negotiation of a final agreement.

B. BACKGROUND
San Carlos Airport
The San Carlos Airport is located 20 miles south of downtown San Francisco near the San Francisco Bay. It was constructed in its present location in 1948. Prior to that, the Airport was located approximately one-half mile southwest of its current location at the site where Best Buy is now located. The San Carlos Airport is home to approximately 500 aircraft and over 25 aviation-related businesses. Last year, San Carlos Airport generated over 130,000 aircraft "operations". Approximately half of the operations are business related or revenue generating. The Airport is an important business and transportation asset to the community. Local businesses use their own aircraft or local air charter services to be more efficient, productive and competitive in their business markets. San Carlos Airport provides a variety of emergency service and response functions including Air-Ambulance, Medevac flights, law enforcement patrols and it provides a base for other important emergency service activities and government agencies that add to the safety and security of the community. The Airport is self-funded through airport user and business fees and receives no money from the County’s General Fund. Aviation is the top employer in San Mateo County and the Airport provides an important source of education and training for the pilots, mechanics and airport employees that fill the jobs in the industry.

Half Moon Bay Airport
The Half Moon Bay Airport is located on the scenic Northern California coast about 20 miles south of San Francisco. It was constructed by the California State Highway Department for the U.S. Army in 1942. The Army turned the Airport over to the Navy following the end of WWII and the County acquired the Airport from the Navy in 1947. The Airport has served a variety of roles over the years and is currently an important business, transportation and emergency service asset to the community. Half Moon Bay Airport provides a variety of emergency service and response functions including: Air-Ambulance and Medevac flights; law enforcement and homeland security patrols; Coast Guard sea-rescue operations; and use as a disaster relief staging site for the airlifting of emergency supplies in the event that roads are closed during a disaster or emergency. The Half Moon Bay Airport is home to approximately 80 aircraft and several aviation related businesses. The Airport is self-funded through airport user and business fees and receives no money from the County’s General Fund. Aviation is the top employer in San Mateo County and the Airport provides an important source of education and training for the pilots, mechanics and Airport employees that fill the jobs in the industry.
C. THE REQUEST FOR STATEMENT OF INTEREST & QUALIFICATIONS PROCESS
This RFQ seeks the submission of interest and qualifications to provide services from any and all interested and qualified firms. The Department, which is a part of the government of the County of San Mateo, seeks by way of this RFQ to obtain the listed services in a manner that maximizes the quality of services while also maximizing value to the County and, by extension, the citizens of the County. Airport consulting firms must be able to show that they are capable of performing the services requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services of a similar scope and type and local availability of the consulting firm's personnel and equipment resources.

SECTION II – SCOPE OF WORK

A. DESCRIPTION

The County of San Mateo (County) wishes to retain the professional services of qualified consulting firms for an initial three year period to provide engineering, design, planning, environmental, economic development and construction management services for FAA, State and County funded projects at the San Carlos and Half Moon Bay Airports including, but not limited to:

- Construction of taxiway and runway improvements
- Pavement reconstruction and/or overlay of aircraft parking aprons and taxilanes
- Subgrade stabilization
- Environmental documentation
- Airport planning projects
- Airport project formulation, design and engineering
- Airfield striping and marking
- Airfield lighting and signage improvements
- Perimeter fencing and other security improvements
- FAR Part 77 compliance
- Land acquisitions
- Assisting the County with FAA project requirements, documentation, grant applications, etc.
- Other miscellaneous airport engineering, planning, environmental and consulting support services as may be required from time to time by the County
- Develop an Airport(s) Economic Development Plan

A detailed five-year Airport Capital Improvement Plan for both Airports can be found in Enclosure 6.

B. LENGTH OF AGREEMENT

The anticipated duration of the agreement will be for an initial term of three-years, with services to begin as soon as August 2014.

C. FUNDING

Airport projects are supported by FAA and State grants and Airport Enterprise funds.

D. ADDITIONAL REQUIREMENTS/CONSIDERATIONS
This project is subject to the provisions of Executive Order 11246 (Affirmative Action to Ensure Equal Employment Opportunity) and to the provisions of Department of Transportation Regulations 49 CFR Part 23 (Disadvantaged Business Enterprise Participation). DBE firms are encouraged to submit. Selected firm(s) will be required to document compliance with the County’s equal benefits requirements for domestic partners.

SECTION III – GENERAL TERMS AND CONDITIONS

1. **Read all Instructions.** Please read the entire RFQ and all enclosures before preparing your Statement of Interest and Qualifications.

2. **Submittals of Statement of Interest and Qualifications.** This RFQ includes an explanation of the Department’s needs. Consultant submittals shall include detailed information regarding the consultant’s interest; qualifications; current relevant experience with the planning, design, and engineering of airports and airfield facilities and airfield improvement projects funded by FAA Airport Improvement Program (AIP) grants; and resumes of key personnel. Sub-consultants (if known at this time) shall be identified and their qualifications information generally presented in a manner appropriate to their project role.

3. **Submittal Costs.** Costs for developing Statement of Interest and Qualifications are entirely the responsibility of the consulting firm and shall not be charged to the Department or otherwise reimbursed by the County.

4. **Statement of Interest and Qualifications Become County Property.** The RFQ and all materials submitted in response to this RFQ will become the property of the County.

5. **Questions and Response Process.** Submit all questions relating to this RFQ by one of three methods: You may choose one or all of these

   A. **Mailed to:** Gretchen Kelly  
      620 Airport Drive – Suite 10  
      San Carlos, CA 94070

   B. **E-mailed to:** gkelly@smcgov.org

   C. **Faxed to:** 650-593-3762 Attn: Gretchen Kelly

   All questions must be received no later than 4:00 p.m. on Tuesday, June 10, 2014.

   All questions and answers will be posted on the Department website at http://www.co.sanmateo.ca.us/portal/site/publicworks and navigating to the "Projects out to Bid" tab.

   The Department may, at its option, email prospective consulting firms with the questions and answers in addition to posting them on the website listed above. If
you wish to receive such notice, you may email Gretchen Kelly at the email address above before you provide a Statement of Interest and Qualifications.

If changes to the RFQ are warranted, they will be made in writing, clearly marked as addenda to the RFQ, and posted to the website. It is the responsibility of each consulting firm to check the website listed above for changes and/or clarifications to the RFQ prior to submission, and a consulting firm’s failure to do so will not provide a ground for protest.

6. **Alteration of Terms and Clarifications.** No alteration or variation of the terms of this RFQ are valid unless made or confirmed in writing by the County. Likewise, oral understandings or agreements not incorporated into the final contract are not binding on the County.

If a consulting firm discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQ, the consulting firm must immediately notify the County of such error in writing and request modification or clarification of the document. If a consulting firm fails to notify the Department of an error in the RFQ prior to the date fixed for submission, the consulting firm shall submit a response at his/her own risk, and if the consulting firm enters into a contract, the consulting firm shall not be entitled to additional compensation or time by reason of the error or its later correction.

Modifications or clarifications to the RFQ will be posted to the Department website as outlined in Section III.5, above, without divulging the source of the request for same. The Department may, at its discretion, also give electronic notice by email to all parties who have notified the Department of their electronic contact information in response to this RFQ, but no party that fails to receive email notice has any basis for protest given that all clarifications will be available online. It is the obligation of all proposing parties to check the Department website for updates regarding the RFQ if they wish to be kept advised of clarifications prior to providing a Statement of Interest and Qualifications.

7. **Selection of Consulting Firm(s).** The selection of consulting firm(s) will be memorialized in the form of a "County Agreement with Independent Contractor" (see the sample template at Section VI), authorized by a resolution of the County Board of Supervisors and signed by both parties.

The County reserves the right to reject any or all Statement of Interest and Qualifications without penalty. The County’s waiver of an immaterial deviation in the RFQ shall in no way modify the RFQ documents or excuse the consulting firm from full compliance with the specifications if the consulting firm enters into a contract.

Once a consulting firm is selected, the Agreement with that consulting firm must still be negotiated and submitted to the San Mateo County Board of Supervisors for approval, and there is no contractual agreement between the selected consulting firm unless and until the Board of Supervisors accepts and signs the Agreement. Selection of a Statement of Interest and Qualifications for negotiation of contract terms and eventual submission to County leadership by way of an
Agreement does not constitute an offer, and consulting firm acknowledges by submission of their Statement of Interest and Qualifications that no agreement is final unless and until approved by the Board of Supervisors.

8. **Equal Benefits.** With respect to the provision on employee benefits, Contractor/vendor must comply with the County Ordinance prohibiting discrimination in the provision of employee benefits between a full-time employee with a registered domestic partner and one with a spouse. See Section VI, Enclosures.

9. **Jury Duty.** The contractor must comply with the County Ordinance requiring that the contractor have and adhere to a written policy the provides its full-time employees who live in San Mateo County with no fewer than five days of regular pay for actual jury service in San Mateo County. This policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct the from the employee’s regular pay the fees received for jury service. See Section VI, Enclosures. If the consulting firm has no employees that qualify for jury duty in San Mateo County, the consulting firm may satisfy this requirement by providing the County with written confirmation of the fact that (1) it has no such employees and (2) its policy is to comply with the jury duty pay ordinance with respect to any future qualifying employees.

10. **Insurance.** The County has certain insurance requirements that must be met. In most situations those requirements include the following: the contractor must carry $1,000,000 or more in comprehensive general liability insurance; the contractor must carry motor vehicle liability insurance, and if travel by car is a part of the services being requested, the amount of such coverage must be at least $1,000,000; if the contractor has two or more employees, the contractor must carry the statutory limit for workers’ compensation insurance; if the contractor or its employees maintains a license to perform professional services (e.g., architectural, legal, medical, psychological, etc.), the contractor must carry professional liability insurance; and generally the contractor must name the County and its officers, agents, employees, and servants as additional insured on any such policies (except workers compensation). Depending on the nature of the work being performed, additional requirements may need to be met.

11. **Incomplete Statement of Interest and Qualifications May be Rejected.** If a consulting firm fails to satisfy any of the requirements identified in this RFQ, the consulting firm may be considered non-responsive and the Statement of Interest and Qualifications may be rejected.

12. **Contact With County/Department Employees.** As of the issuance date of this RFQ and continuing until the final date for submission, all consulting firms are specifically directed not to hold meetings, conferences, or technical discussions with any County employee for purposes of responding to this RFQ except as otherwise permitted by this RFQ. Any consulting firm found to be acting in any way contrary to this directive may be disqualified from entering into any contract that may result from this RFQ.

Consulting firms should submit questions or concerns about the process as
outlined in Section III.5, above. The consulting firms should not otherwise ask any County/Department employees questions about the RFQ or related issues, either orally or by written communication, unless invited to do so.

13. **Group Purchasing Organization Participation.** Does not apply to this RFQ.

14. **Travel Costs.** Does not apply to this RFQ.

15. **Miscellaneous.** This RFQ is not a commitment or contract of any kind. The County reserves the right to pursue any and/or all ideas generated by this RFQ. The County reserves the right to reject any and all Statement of Interest and Qualifications and/or terminate the RFQ process if deemed in the best interest of the County. Further, while every effort has been made to ensure the information presented in this RFQ is accurate and thorough, the County assumes no liability for any unintentional errors or omissions in this document. The County reserves the right to waive or modify any requirements of this RFQ when it determines that doing so is in the best interest of the County.

**SECTION IV – RFQ PROCEDURE**

This section describes the general RFQ procedure used by the Department, and the remaining sections of this RFQ list detailed requirements.

**A. TENTATIVE SCHEDULE OF EVENTS**

<table>
<thead>
<tr>
<th>EVENT</th>
<th>TARGET DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. RFQ Release Date</td>
<td>May 21, 2014</td>
</tr>
<tr>
<td>2. Deadline to Submit Written Questions</td>
<td>June 10, 2014</td>
</tr>
<tr>
<td>4. Statement of Interest and Qualifications Deadline – Statement of Interest and Qualifications Must be RECEIVED by 4:00 p.m. on This Date</td>
<td>June 17, 2014</td>
</tr>
<tr>
<td>5. Interviews*</td>
<td>June 19-20, 2014</td>
</tr>
<tr>
<td>6. Announcement of Recommendations**</td>
<td>June 25, 2014</td>
</tr>
<tr>
<td>7. Protest Deadline**</td>
<td>July 2, 2014</td>
</tr>
<tr>
<td>8. Recommendation to Board of Supervisors**</td>
<td>August 5, 2014</td>
</tr>
</tbody>
</table>

*If the County cannot make a selection based on the Statement of Interest and Qualifications, the County will elect to conduct Interviews.

**These dates/times are subject to change

**B. SUBMISSION OF STATEMENT OF INTEREST AND QUALIFICATIONS**

Statement of Interest and Qualifications: One (1) original and five (5) copies must be received and date stamped by the Department no later than 4:00 p.m. on June 17, 2014, as listed in the TENTATIVE SCHEDULE OF EVENTS above. Statement of
Interest and Qualifications should be in the format required in Section V. A, below. There will be no public opening of submittals. The County reserves the right to negotiate terms upon evaluation of the submittals.

By submitting a Statement of Interest and Qualifications, each consulting firm certifies that its submission is not the result of collusion or any other activity which would tend to directly or indirectly influence the selection process. The Statement of Interest and Qualifications will be used to determine the consulting firm’s capability of rendering the services to be provided. The failure of a consulting firm to comply fully with the instructions in this RFQ may eliminate its submission from further evaluation as determined in the sole discretion of the County. The Department reserves the sole right to evaluate the contents of Statement of Interest and Qualifications submitted in response to this RFQ and to select a consultant, if any.

Statement of Interest and Qualifications received late will not be opened or given any consideration for the proposed services unless doing so is deemed to be in the best interest of the County, as determined in the sole discretion of the Department.

All Statement of Interest and Qualifications must be delivered as required by Section V. A, below, to:

Attn: Gretchen Kelly
620 Airport Drive – Suite 10
San Carlos, CA, CA 94070
email: gkelly@smcgov.org

Upon receipt by the Department, all Statement of Interest and Qualifications will be date/time stamped. All Statement of Interest and Qualifications received prior to the deadline will be kept in a secure place.

C. CONFIDENTIALITY OF STATEMENT OF INFORMATION AND QUALIFICATIONS

California Government Code Sections 6250 et seq. (the “California Public Records Act” or the “Act”) defines a public record as any writing containing information relating to the conduct of the public business. The Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure. The Department, which is part of the County of San Mateo, is subject to the California Public Records Act.

Be advised that any contract that eventually arises from this RFQ is a public record in its entirety. Also, all information submitted in response to this RFQ is itself a public record without exception. Submission of any materials in response to this RFQ constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the County if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the County for release of such information.

If the County/Department receives a request for any portion of a document submitted in response to this RFQ, the County will not assert any privileges that may exist on behalf
of the person or entity submitting the Statement of Interest and Qualifications, and the County reserves the right to disclose the requested materials without notice to the party who originally submitted the requested material. To the extent consistent with the Public Records Act and applicable case law interpreting those provisions, the County/Department and/or its officers, agents, and employees retain discretion to release or withhold any information submitted in response to this RFQ.

Submission of a Statement of Interest and Qualifications constitutes a complete waiver of any claims whatsoever against the County and/or its officers, agents, or employees that the County has violated a consulting firm's right to privacy, disclosed trade secrets, or caused any damage by allowing the Statement of Interest and Qualifications to be inspected.

D. STATEMENT OF INTEREST AND QUALIFICATIONS EVALUATION

All Statement of Interest and Qualifications received will be evaluated by an RFQ Evaluation Committee. During the evaluation process, the County may require a consulting firm's representative to answer specific questions orally and/or in writing. Once a finalist or group of finalists is selected, additional interactions or information may be required. The most qualified individuals or firms will be recommended to the Department and/or County management by the RFQ Evaluation Committee based on the overall strength of each Statement of Interest and Qualifications, and the evaluation is not restricted to considerations of any single factor. Execution of an agreement has been tentatively scheduled for August of 2014.

Responses to this RFQ must adhere to the format for Statement of Interest and Qualifications detailed in Section V - SUBMISSION REQUIREMENTS. The criteria used as a guideline in the evaluation will include, but not be limited to, the following:

1. Firm qualifications and experience, including capability and experience of key personnel and experience with other public or private agencies to provide these services.
2. Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services.
3. Customer Service
4. Claims, Licensing, Non-Discrimination, and Other Professional Violations Against Your Organization
5. References
6. Compliance with County RFQ & contractual requirements.

In addition to the above criteria, the County may elect to conduct interviews with individuals or firms who have submitted a Statements of Interest and Qualifications. Should the County elect to conduct such interviews, the RFQ Evaluation Committee will contact those it wishes to interview. Those interviews shall take place as listed in the TENTATIVE SCHEDULE OF EVENTS.

The County may consider any other criteria it deems relevant, and the Evaluation Committee is free to make any recommendations it deems to be in the best interest of
the Department and/or the County. Inaccuracy of any information supplied within a Statements of Interest and Qualifications or other errors constitute grounds for rejection of the Statements of Interest and Qualifications. However, the County may, in its sole discretion, correct errors or contact a consulting firm for clarification.

Note that the County reserves the right to evaluate Statements of Interest and Qualifications solely based on each vendor’s written submission. In relation to written materials, evaluation will be performed only on the material included directly in the Statements of Interest and Qualifications itself unless otherwise indicated or requested by the County. The evaluation team will not access company web sites or read sales brochures, marketing materials, or white papers in evaluating vendor experience or proposed methodology unless doing so is in the County’s best interest. You may submit additional materials or reference on-line information in your Statements of Interest and Qualifications if you wish, but these will not necessarily be considered during the Statements of Interest and Qualifications evaluation process.

The County reserves the right to accept other than the Statements of Interest and Qualifications with the lowest costs and to negotiate with consulting firm on a fair and equal basis when the best interests of the County are served by doing so.

E. STATEMENT OF INTEREST AND QUALIFICATIONS RECOMMENDATION

The Evaluation Committee will recommend a provider or providers to Department management or may recommend that the Statements of Interest and Qualifications be rejected. Department management will then make its own decision as to whether to accept or reject the Evaluations Committee’s recommendations. Ultimate acceptance or rejection of the recommended Statements of Interest and Qualifications and execution of a contractual agreement is the independent prerogative of the Department and/or the County, notwithstanding any recommendations made by the Evaluation Committee. The County reserves the right to negotiate with any provider in working to finalize an agreement in relation to the consulting firm's response.

F. NOTICE TO CONSULTING FIRMS

The Department is not required to give notice to consulting firms in any specific format or on any particular timeline. At some point prior to execution of a final agreement for the requested services, the Department will notify those who submitted Statements of Interest and Qualifications of their non-selection. Consulting firms may be notified a different times depending on the needs of the Department.
G. PROTEST PROCESS

If a consulting firm desires to protest the selection decision, the consulting firm must submit by facsimile or email a written protest within five (5) business days after the delivery of the notice about the decision. The written protest should be submitted to the Director of Public Works as outlined below. Protests received after the deadline will not be accepted. Protests must be in writing, must include the name and address of the consulting firm and the RFQ number, and must state all the specific ground(s) for the protest. A protest that merely addresses a single aspect of the selected Statements of Interest and Qualifications (for example, comparing the cost of the selected submittal in relation to the non-selected submittal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected submittal, taken as a whole, is an inferior submittal.

The Director of Public Works will respond to a protest within ten (10) business days of receiving it, and the Department may, at its election, set up a meeting with the consulting firm to discuss the concerns raised by the protest. The decision of the Director will be final. The protest letter must be sent by facsimile and email to:

James C. Porter
jporter@smcgov.org
Facsimile: 650-361-8220

SECTION V – SUBMISSION REQUIREMENTS

The submittal should be submitted in the following format:

A. GENERAL INSTRUCTIONS

All Statements of Interest and Qualifications should be typewritten or prepared on a computer and have consecutively numbered pages, including any exhibits, charts, or other attachments.

All Statements of Interest and Qualifications should adhere to the specified content and sequence of information described by this RFQ.

Consultant Statements of Interest and Qualifications shall be brief and concise and should be kept to maximum of 35 pages of material. The County assumes no obligation in the solicitation of this general statement of interest and qualifications and all costs of responding to this solicitation shall be borne by the interested consulting firms. Submit one (1) original and five (5) copies. All printing shall be double-sided (duplex).
B. COVER LETTER

Provide a one page cover letter on your letterhead which includes the address, voice and fax numbers, and e-mail address of the contact person or persons and an indication of who is authorized to represent the consulting firm in negotiations.

Unless the consulting firm is an individual, all submittals must be signed with a firm/company/partnership/entity name and by a responsible officer or employee indicating that officer or employee’s authorization to commit the consulting firm to the terms of the submittal. Obligations assumed by such signature must be fulfilled.

C. SPECIFIED CONTENT AND DETAILED SEQUENCE OF INFORMATION IN THE RFQ

Each Statements of Interest and Qualifications should include sections addressing the following information in the listed order. The consulting firm should be sure to include all information that it feels will enable the Evaluation Committee and, ultimately, the Department to make a decision. Failure of the Statements of Interest and Qualifications to provide specific, detailed information may result in its submittal being rejected in favor of a sufficiently-detailed submittal. Any necessary exhibits or other information, including information not specifically requested by this RFQ but that you feel would be helpful, should be attached to the end of the submittal. The party submitting the materials should keep in mind the limitations on confidential information described by Section IV.C, above.

D. TABBING OF SECTIONS

TAB 1 Qualifications and Experience:

a. Provide a statement of qualifications for your organization, including an organization chart, a statement of the size of firm, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFQ.

b. How many full time employees (FTEs) do you plan to assign to this project if you are selected?

c. How many people in total are employed by your company? Please delineate between employees and consultants.

d. If applicable, list the professional qualifications for each individual that would be assigned to provide services requested by this RFQ, including date and school of any applicable degrees, additional applicable training, and any professional certifications/licensing. In lieu of listing this information, you may submit a resume or curriculum vitae for each such individual if the resume/CV includes all the requested information.

e. A detailed submittal regarding these projects is herein requested from your firm. Selection criteria contained in the FAA Advisory Circular 150/5100-14, as amended, will be considered including, but not limited to:
1. Recent Experience with similar projects
2. Recent Experience with FAA AIP and California DOT grant programs
3. Qualifications of project manager, engineers and technicians assigned to the project
4. Commitment to ensure successful completion of projects
5. Ability to meet schedules and work within a budget
6. Understanding of the projects and locations
7. Interest shown
8. Current workload

Please note that this request is for a Statements of Interest and Qualifications only; a detailed cost proposal is not being requested at this time. Final project costs will be determined through negotiations with the selected firm(s). The County reserves the right to enter into negotiations for these services with more than one firm.

**TAB 2 Philosophy and Service Model:**

This section describes your philosophy and service model for meeting the services required by the Department, as listed in Section IV, above. Relevant considerations include the quality and feasibility of your approach to meeting these needs, the manner in which you plan to provide adequate staffing (including planning for absences and back-up coverage, training, background checks, and monitoring, etc.), and equipment or other resources provided by you (if applicable). Keep these considerations in mind as you respond to the following:

a. Describe how you will fulfill the needs of the Department included in this RFQ. Please attach a project plan, if appropriate.

b. Identify how you will meet all other aspects of the scope of work and related requirements listed in Section IV, above, and list any items you cannot provide.

c. Provide information on any other pertinent services, if any, you can offer that will reduce costs for the Department.

**TAB 3 Customer Service**

a. How will your services meet the needs of the Department?

b. In the event of a routine problem, who is to be contacted within your organization?

c. In the event of the identification of a problem by the Department, describe how you will address such problems and the timeframe for addressing them.

**TAB 4 Claims, Licensing, Non-Discrimination, and Other Professional**
Violations Against Your Organization

Please list any current violations or claims against you/your organization and those having occurred in the past five years, especially those resulting in claims or legal judgment against you.

TAB 5 References:

a. List at least three business references for which you have recently provided similar services. Include contact names and phone numbers for all references provided.

b. Provide at least three client/patient references, if applicable and appropriate, for whom you provide more than occasional services. Include names and phone numbers for these individuals.

TAB 6 Statement of Compliance with County Contractual Requirements:

A sample of the County’s standard contract (including Exhibits A and B) is attached to this RFQ. Each Statements of Interest and Qualifications must include a statement of the consulting firm’s commitment and ability to comply with each of the terms of the County’s standard contract, including but not limited to the following:

- The County non-discrimination policy;
- The County equal employment opportunity requirements;
- County requirements regarding employee benefits;
- The County jury duty ordinance;
- The hold harmless provision;
- County insurance requirements;
- The requirements of Exhibit E (if attached); and
- All other provisions of the standard contract.

Debarment

Drug Free Workplace

In addition, the consulting firm should include a statement that it will agree to have any disputes regarding any contract venued in San Mateo County or the Northern District of California.

Submittals must advise County of any objections to any terms in the County’s contract template and provide an explanation for the inability to comply with the required term(s). If no objections are stated, County will assume the consulting firm is prepared to sign the County contract as-is.

**PLEASE NOTE:** The sample standard contract attached to this RFQ is a template and does not constitute the final agreement to be prepared for the vendor that is selected. Please do not attempt to insert missing information and complete the attached sample. Once a vendor is selected, the Department will work with the selected vendor to draft a vendor-specific contract using the template. However, each Statements of Interest and Qualifications should address the general terms of the standard contract as outlined in this section.
**SECTION VI - ENCLOSURES**

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AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
[Contractor name]

THIS AGREEMENT, entered into this _____ day of _______________ , 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called “County,” and [Contractor name here], hereinafter called “Contractor”;  

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;  

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing airport engineering and planning services to include, but not be limited to, preliminary studies, topographic surveys, geotechnical studies, project concept development, planning, environmental studies, noise analysis, design and construction management for a variety of Airport and FAA funded projects at San Carlos and Half Moon Bay Airports. The type of airport projects that the consultant may be requested to provide services for could include the following:  

(a) Various current and anticipated FAA grant funded Airport Improvement Program (AIP) security, safety, construction and maintenance projects.  

(b) Various current and anticipated FAA grant funded Airport planning projects and environmental studies.  

(c) Various current and anticipated Airport funded planning and engineering projects including environmental studies, and design and construction management for airport pavement, building, levee and infrastructure improvements.  

The above represent general categories of possible type projects. The type and scope of the projects will be specified by the COUNTY as set forth herein.  

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:  

1. **Exhibits and Attachments**
The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services  
Exhibit B—Payments and Rates  
Attachment I—§ 504 Compliance  
Attachment IP – Intellectual Property

2. **Services to be performed by Contractor**  
In consideration of the payments set forth herein and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A.

3. **Payments**  
In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County’s total fiscal obligation under this Agreement exceed Two Million Dollars ($2,000,000).

4. **Term and Termination**
In the event Contractor has not completed work under an existing Task Order as described in Exhibit A at the end of the agreement, County may elect to continue payment to Contractor under the terms of this Agreement for a period of no more than one hundred eighty (180) days after the expiration of this Agreement in order to complete the work specified in the Task Order.

5. **Availability of Funds**
County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

6. **Relationship of Parties**
Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. **Hold Harmless**

7.1 **General Hold Harmless.** Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Contractor or its employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from Contractor’s failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor’s duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7.2 **Intellectual Property Indemnification.**
Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all
related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets ("IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party’s IP Rights provided any such right is enforceable in the United States. Contractor’s duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor’s expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County’s prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County’s prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor’s opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County’s reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor’s option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting
Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County’s prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. **Insurance**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County’s Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor’s coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days’ notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Workers’ Compensation and Employer’s Liability Insurance.** Contractor shall have in effect during the entire term of this Agreement workers’ compensation and employer’s liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.

(2) **Liability Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor’s operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

(a) Comprehensive General Liability ................. $1,000,000
(b) Motor Vehicle Liability Insurance ............... $1,000,000
(c) Professional Liability ......................... $1,000,000
County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. **Compliance With Laws**
All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. **Non-Discrimination and Other Requirements**
A. **General non-discrimination.** No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

B. **Equal employment opportunity.** Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor’s equal employment policies shall be made available to County upon request.

C. **Section 504 of the Rehabilitation Act of 1973.** Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

D. **Compliance with County’s Equal Benefits Ordinance.** With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- ☐ Contractor complies with Chapter 2.84 by:
  - ☐ offering the same benefits to its employees with spouses and its employees with domestic partners.
  - ☐ offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor’s cost of providing the benefit to an employee with a spouse.

- ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees’ spouses.

- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.
E. **Discrimination Against Individuals with Disabilities.** The Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.

F. **History of Discrimination.** Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☐ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.

- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

G. **Violation of Non-discrimination provisions.** Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

   i) termination of this Agreement;

   ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;

   iii) liquidated damages of $2,500 per violation; and/or

   iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to examine Contractor’s employment records with respect to compliance with this Section and/or to set off all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified
Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

12. **Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County’s Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee’s regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: “For purposes of San Mateo County’s jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County’s Ordinance Code.”

13. **Retention of Records, Right to Monitor and Audit**

(a) Contractor shall maintain all required records for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State, and local agencies, and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County’s authorized representatives, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. **Merger Clause & Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document’s date. In the event that any term, condition, provision,
requirement, or specification set forth in the body of this Agreement conflicts with or
is inconsistent with any term, condition, provision, requirement, or specification in
any Exhibit and/or Attachment to this Agreement, the provisions of the body of the
Agreement shall prevail. Any prior agreement, promises, negotiations, or
representations between the parties not expressly stated in this document are not
binding. All subsequent modifications or amendments shall be in writing and signed
by the parties.

15. **Controlling Law and Venue**
The validity of this Agreement and of its terms or provisions, the rights and duties of
the parties under this Agreement, the interpretation of this Agreement, the
performance of this Agreement, and any other dispute of any nature arising out of
this Agreement shall be governed by the laws of the State of California without
regard to its choice of law rules. Any dispute arising out of this Agreement shall be
venued either in the San Mateo County Superior Court or in the United States
District Court for the Northern District of California.

16. **Notices**
Any notice, request, demand, or other communication required or permitted
under this Agreement shall be deemed to be properly given when both: (1)
transmitted via facsimile to the telephone number listed below or transmitted via
email to the email address listed below; and (2) sent to the physical address
listed below by either being deposited in the United States mail, postage
prepaid, or deposited for overnight delivery, charges prepaid, with an
established overnight courier that provides a tracking number showing
confirmation of receipt.

**In the case of County, to:**

County of San Mateo
Department of Public Works
555 County Center, 5th Floor
Redwood City, CA 94063
Telephone: 650-363-4100
Facsimile: 650-361-8220
With a copy to:

County of San Mateo
Airports Division
620 Airport Drive – Ste 10
San Carlos, CA 94070
In the case of Contractor, to:

Name/Title:
Address:
Telephone:
Facsimile:
Email:

17. **Electronic Signature**
If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County’s Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☐ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☐ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: ____________________________
President, Board of Supervisors, San Mateo County

Date:________________________

ATTEST:

By: ____________________________
Clerk of Said Board

[Contractor Name Here]
Contractor’s Signature

Date: ________________

(Revised 7/1/13)
Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

SECTION 1. SCOPE OF PROJECT

At COUNTY’S request, the CONTRACTOR shall provide airport engineering and planning services to include, but not be limited to, preliminary studies, topographic surveys, geotechnical studies, project concept development, planning, environmental studies, noise analysis, design and construction management for a variety of Airport and FAA funded projects at San Carlos and Half Moon Bay Airports. The type of airport projects that the consultant may be requested to provide services for could include the following:

(d) Various current and anticipated FAA grant funded Airport Improvement Program (AIP) security, safety, construction and maintenance projects.

(e) Various current and anticipated FAA grant funded Airport planning projects and environmental studies.

(f) Various current and anticipated Airport funded planning and engineering projects including environmental studies, and design and construction management for airport pavement, building, levee and infrastructure improvements.

The above represent general categories of possible type projects. The type and scope of the projects will be specified by the COUNTY as set forth herein.

SECTION 2. GENERAL REQUIREMENTS

(a) When County identifies a project that would benefit from contractor’s services, the COUNTY will issue a preliminary task order for each specific project to the CONTRACTOR. The CONTRACTOR will then propose detailed scope of services, a ‘not-to-exceed’ fee, and a timetable for completing the proposed project. Once an agreement is reached for a specific project, the COUNTY will issue a Final Task Order, herein after called ‘Task Order’ for the CONTRACTOR to proceed.

(b) CONTRACTOR’S work shall begin within ten (10) days after receiving COUNTY’S Notice to Proceed.

(c) The CONTRACTOR will be responsible to the COUNTY in matters pertaining to the contractual obligations, approvals, and interpretations required for this project. The Director of Public Works or the respective designated representative will be the representative of the COUNTY for all purposes under this Agreement.
(d) The **CONTRACTOR** as part of the services to be performed, will keep the **COUNTY** apprised at all times of the progress of the work.

(e) The **CONTRACTOR** shall meet with **COUNTY** to develop a time schedule to be prepared and kept up to date by **CONTRACTOR** of the anticipated program to complete services described in this Exhibit and any approved final task orders.

(f) Computer software used by the **CONTRACTOR** to produce the documents required in this Agreement shall be approved by **COUNTY**. During all phases of this Agreement and at the time of final submittal of report, the **CONTRACTOR** shall furnish the **COUNTY** with all electronic media acceptable to the **COUNTY**, in addition to the number of copies specified in the Agreement.

**SECTION 3. SERVICES BY CONTRACTOR**

The Task Order(s) will be issued by the County to the CONTRACTOR and will define a specific project with a scope of work to accomplish said project.

In consideration of payment by **COUNTY** to **CONTRACTOR**, as hereinafter provided, **CONTRACTOR** agrees to perform all contractor services described in the approved Task Order(s) necessary to complete the project.

**SECTION 4. GENERAL OBLIGATIONS OF CONTRACTOR**

4.1 **CONTRACTOR PERSONNEL**

The **CONTRACTOR** shall provide the **COUNTY** with resumes of key staff members to be assigned to said project including the project manager and Principal-In-Charge in advance of commencing any contractor services and any approved final task orders. Once the **COUNTY** approves the key staff to be assigned to the project, any substitutions or additions shall be subject to written approval by the **COUNTY**. The **COUNTY** reserves the right to reject any personnel the **CONTRACTOR** proposes for use on the project. Approval of the use of staff from work sites other than the work sites of the staff initially identified to work on said project shall be subject to written approval by the **COUNTY**.

**CONTRACTOR** represents that it is qualified to furnish the services described under this Agreement. **CONTRACTOR** further declares that one or more members or employees of its firm and that of its subcontractors, if so required by the State, are licensed by the State of California to perform their services and that these services will be performed by them or under their direct supervision. **CONTRACTOR** shall furnish to **COUNTY** for approval, upon execution of this Agreement, a list of all firms or corporations to be employed as subcontractors.
Nothing in this Agreement abrogates the professional responsibilities of the CONTRACTOR and/or subcontractors with respect to errors, omissions, or malpractice.

4.3 CORRECTIONS AND/OR REVISIONS

CONTRACTOR shall make and provide to COUNTY all necessary corrections and/or revisions to the project analysis when it is determined by the Director of Public Works or his designated representative, that such changes are necessary for the project and are due to oversights, omissions or errors of CONTRACTOR.

Payment to CONTRACTOR for making any such necessary corrections and/or revisions, addendum, or contract change orders which are determined by the Director of Public Works or the respective designated representative to be due to the oversights, omissions, or errors of the CONTRACTOR shall be considered as being included in the Basic Services fee to be paid to CONTRACTOR for Basic Services described in this Exhibit and any approved final task orders. It is expressly understood that no additional payment shall be considered or made for these services.

SECTION 5. GENERAL OBLIGATIONS OF COUNTY

(a) COUNTY shall be responsible for providing any available data required by the CONTRACTOR as stipulated in any approved final task orders.

(b) COUNTY shall examine documents submitted by CONTRACTOR and shall render comments and direction pertaining thereto promptly (up to two weeks or otherwise upon written agreement by COUNTY and CONTRACTOR), as stipulated in approved final Task Orders.

SECTION 6. SPECIFICATION OF AMOUNT OF PAYMENT

The PROJECT TOTAL “Not-to-Exceed” amount will be stipulated in each Task Order. Any cost for services deemed necessary by the COUNTY for completion of each Task Order shall be authorized in writing prior to proceeding with the work. Billing rates for services provided under this Agreement shall be as set forth on Exhibit “B” attached hereto and by reference made a part of this Agreement.

The “Not to Exceed” amount for each Task Order shall not exceed $500,000 unless said amount is authorized to be increased by the County Board of Supervisors.

Specific projects that may be assigned to CONTRACTOR shall have a Project Total ‘Not To Exceed’, which shall be stipulated in the Task Order. The sum of individual
Task Order fees that may be assigned to the CONTRACTOR during the term of this agreement shall not exceed $2,000,000 without prior approval by the County Board of Supervisors.

Payments for services performed are due and payable upon completion and approval of each Task Order by the Director of Public Works or the respective designated representative should the project be accomplished within a single billing period.

6.1 METHOD OF PAYMENT

Payment shall be made by COUNTY only for services rendered and upon submission of invoice after approval of each Task Order should the project be accomplished within a single billing period. Partial progress payment for items accomplished within each Task Order shall be made by COUNTY upon submission of detailed invoices in a format approved by COUNTY and approval of the completion of items identified in the Task Order.

6.2 PAYMENT UPON SUSPENSION, ABANDONMENT OF PROJECT, OR TERMINATION OF AGREEMENT

If any Task Order is suspended for more than thirty (30) calendar days, or abandoned in all or in part, CONTRACTOR shall be paid for its services performed prior to receipt of thirty (30) days written notice from COUNTY of such suspension or abandonment, together with reimbursable expenses then due. In the event that the COUNTY abandons any Final Task Order the COUNTY may specifically authorize additional work necessary to properly close out the project to COUNTY’S satisfaction.

If this Agreement or any Task Order is suspended or terminated due to fault of CONTRACTOR, COUNTY shall be obligated to compensate CONTRACTOR only for that portion of CONTRACTOR’S services that were satisfactorily performed.

6.3 PERFORMANCE OF SERVICES IF CONTRACTOR IS NOT DILIGENT IN PERFORMING WORK

If, in the sole discretion of the County Director of Public Works or the Director’s designee, CONTRACTOR is not diligent in pursuing the designated services as specified in each Task Order, the Director of Public Works or the respective designated representative may, at his option, seven (7) days after written notice to CONTRACTOR, perform any such designated services or retain a different contractor to do the same, and the cost associated with having said work completed by a means other than the CONTRACTOR will be retained from any sums not yet paid to the CONTRACTOR.
SECTION 7.  PROGRESS AND COMPLETION

7.1  Notice To Proceed

The Notice to Proceed for each Task Order shall be a letter, or similar instrument, signed by the Director of Public Works or the respective designated representative, and shall be labeled “Notice to Proceed”. Such “Notice to Proceed” shall contain a reference to the work authorized by said Notice.

7.2  Time of Completion of each Task

CONTRACTOR agrees to perform the contractor services for the type of projects generally described in this Exhibit and described specifically by a Task Order within the time limits set forth in the project schedule required by Section 2 (e) of this Appendix. Any change in the scope of services as outlined in the Task Order will require a revised time table.

COUNTY agrees to exercise due diligence in performing its tasks to implement the CONTRACTOR’S time schedule.

7.3  COUNTY’S Review and Approval

Between each phase of work and at critical progress points there shall be a review and approval period by COUNTY and other agencies. COUNTY shall reject CONTRACTOR’S submittal if changes and/or comments transmitted to CONTRACTOR by COUNTY during previous review were not addressed by CONTRACTOR in current submittal.

SECTION 8.  CHANGES IN WORK

The Director of Public Works or the respective designated representative may order major changes in scope or character of work in writing which are mutually acceptable, either decreasing or increasing the amount of CONTRACTOR’S services. In the event that such changes are ordered, CONTRACTOR shall be entitled to compensation for all work previously directed by COUNTY and performed by CONTRACTOR prior to receipt of notice of change. Increased compensation for major changes shall be determined in accordance with Section 6 of this Appendix, but in no event shall COUNTY be liable for payment unless the amount of such extra compensation shall first have been agreed to in writing by COUNTY.

In the event that major changes are ordered pursuant to this Section, the schedule for progress and completion in Section 7 of this Appendix and compensation under Section 6 of this Appendix, shall be adjusted by negotiation between CONTRACTOR and COUNTY.
SECTION 9. RECORDS

The CONTRACTOR and all subcontractors under its employ, supervision and/or control shall retain all financial and technical records for inspection for a period of not less than three (3) years from completion and approval of each final task order by the COUNTY or upon termination of Agreement.

SECTION 10. INTEREST OF CONTRACTOR/CONTRACTOR INDEPENDENT OF COUNTY

In accepting this Agreement, CONTRACTOR covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed throughout the term of this Agreement. CONTRACTOR certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of COUNTY.

CONTRACTOR has, and shall retain, the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting him in the performance of his contractor services hereunder to include any and all subcontractors employed for the project described herein. CONTRACTOR shall be solely responsible for all matters relating to payment of his employees, including compliance with social security, withholding, and all other regulations that prescribe conditions of employment.

SECTION 11. GENERAL PROVISIONS

(a) The CONTRACTOR acknowledges that time is of the essence for all projects defined in approved Task Order(s) and agrees to complete all work within the time frame as stipulated within said Task Order(s) commencing with the receipt of the COUNTY’S “Notice to Proceed”. Time extensions shall only be approved with prior written approval of the County and failure to complete services according to a mutually agreed upon schedule may be grounds for contract termination.

(b) The CONTRACTOR, upon becoming aware of factors which would result in delays, shall be responsible for alerting COUNTY to potential delays well in advance in order that possible mitigation measures may be evaluated. CONTRACTOR shall detail the nature and reasons for potential delays and shall provide the COUNTY with possible mitigation measures for consideration.
(c) On all matters pertaining to Task Orders to be performed and the time taken by CONTRACTOR to perform such services, the decision of the Director of Public Works or the respective designated representative will be final after discussions between COUNTY and CONTRACTOR.

(d) The CONTRACTOR warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONTRACTOR, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(e) The CONTRACTOR shall comply with standard provisions for all lease, use, and other agreements and permits promulgated by the Federal Aviation Administration, as set forth in Exhibit “C”, “Federal Aviation Administration Provisions” to this Agreement and as these provisions may be amended from time to time.

SECTION 12. OWNERSHIP OF DOCUMENTS

All tracings, sketches, plans, specifications, estimates, maps, design calculations, quantity calculations, supporting documents, studies, survey notes, and other documents prepared by CONTRACTOR or subcontractors under the terms of this Agreement shall be delivered to and become the property of the COUNTY without restriction or limitation on their use. Computer files used by CONTRACTOR to produce the final set of planning documents shall also be delivered in electronic form on media acceptable to the COUNTY at no additional cost and become the property of the COUNTY.

Initials:______
Exhibit B

In consideration of the services provided by Contractor in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

INSERT RATE SHEETS
During the performance of this contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:

1.1 Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The Consultant shall provide all information and reports required by the Regulation or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
1.6 Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The Consultant assures that it will comply with pertinent Federal statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

In the case of Consultants, this provision binds the Consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§26.13) - The Consultant and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the Consultant receives from County of San Mateo. The Consultant agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily
completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County of San Mateo. This clause applies to both DBE and non-DBE subcontractors.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES
(1) No Federal appropriated funds shall be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Consultant shall complete and submit Standard Form-LLL, “Disclosure of Lobby Activities,” in accordance with its instructions.

ACCESS TO RECORDS AND REPORTS
The Consultant shall maintain an acceptable cost accounting system. The Consultant agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

RIGHTS TO INVENTIONS
All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE
The Consultant or their subcontractors, by execution of a contract, certifies that it:

a. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or
controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

TERMINATION OF CONTRACT

a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract
obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the Consultant’s obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

CERTIFICATION REGARDING DEBAREMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by acceptance of this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this agreement.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Initials:______
Attachment I—§ 504 Compliance

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)
☐ a. Employs fewer than 15 persons.
☐ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

I certify that the above information is complete and correct to the best of my knowledge

Signature:

Title of Authorized Official:

Date:
*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."
Attachment IP – Intellectual Property

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.

2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.

3. Contractor shall not dispute or contest, directly or indirectly, the County’s exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County’s titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.

4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.

5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be “work-made-for-hire” or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County’s titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.

6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the
County’s titles, rights, and interests in Work Products are preserved and protected as intended herein.
ATTACHMENT I
Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)
☐ a. Employs fewer than 15 persons.
☐ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: ____________________________
Name of Contractor(s): _________________________
Street Address or P.O. Box: _______________________
City, State, Zip Code: ___________________________

I certify that the above information is complete and correct to the best of my knowledge

Signature: ____________________________
Title of Authorized Official: _______________________
Date: ____________________________

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."
FREQUENTLY ASKED QUESTIONS

EQUAL BENEFITS ORDINANCE

WHO is affected by this law?

Contractors: Any contractor entering into or amending an existing Agreement with San Mateo County after July 1, 2001 for public works, consulting, or other services, or for the purchase of supplies, material, or equipment in excess of $5,000 must offer equal benefits to their employees.

Subcontractors: Subcontractors are not required to comply with this Ordinance. (Note: Per 2.93.020 (b) 6. A contract may be terminated if the Contract Awarding Authority determines that the entity was set up, or is being used, for the purpose of evading the intent of this Chapter.

WHO is the “Contracting Awarding Authority”?

The Contract Awarding Authority is the San Mateo County Board of Supervisors or the individual authorized by the Board of Supervisors to enter into contracts on behalf of the County.

WHAT benefits are included?

The law applies to all benefits, other than pension benefits, that a contractor provides to employees because they have a spouse (e.g., sick leave to care for a spouse) and all benefits offered directly to such spouses (e.g. medical insurance). The law requires that an equivalent benefits package be offered to employees with domestic partners. In some circumstances, equivalent but different (e.g. cash) benefits may be substituted.

Benefits include but are not limited to: bereavement leave; disability; life and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; vacation; travel benefits; and any other benefits given to employees.

WHAT is a domestic partner?

A domestic partner means any person who is registered as a domestic partner with the Secretary of State, State of California registry, or the registry of the state in which the employee is a resident.

A domestic partner shares a common residence, is jointly responsible for each other’s basic living expenses, is not married or a member of another domestic partnership, is not related by blood in a way that would prevent us from being married to each other in this state, is over 18 years of age, and is capable of consenting to a domestic partnership.

WHAT if a contractor is unable to offer benefits equally?

A contractor can comply if it pays a cash equivalent equal to the contractor’s cost of providing the benefit to an employee’s spouse.

If the contractor’s actual cost of providing a benefit for a domestic partner exceeds the cost of providing the benefit for a spouse, under the ordinance, the employee with the domestic partner may pay the excess cost.

WHAT if a contractor does not comply with the Equal Benefits Ordinance?

If the contractor does not comply the San Mateo County Board of Supervisors can impose sanctions, including but not limited to:

- Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years; and
- Contractual remedies, including, but not limited to termination of contract;
- Liquidated damages in the amount of $2,500.

WHAT is the jurisdiction of the Ordinance in terms of the location of a contractor’s operations?

The Ordinance applies to those portions of a Contractor’s operations that occur within the County; on real property outside the County if the property is owned by the County or the County has the right to occupy the property, and if the contractor’s presence at that location is connected to a contract with the County; and elsewhere in the United States where work related to a County Contract is being performed.

WHEN does compliance begin if the contractor has a collective bargaining agreement?

If the contract is awarded or amended after July 1, 2001, and the contractor is under a collective bargaining agreement, the Equal Benefits Ordinance will apply to any contract awarded or amended after the effective date of the next collective bargaining agreement.

WHEN may the requirements of the Equal Benefits Ordinance be waived?

The Board of Supervisors may waive the requirements of this Ordinance when it determines that it is in the best interests of the County. The County Manager may waive the requirements for contracts not needing the approval of the Board of Supervisors where the waiver would be in the best interest of the County for such reasons as, but not limited to:

- The award of a Contract or amendment is necessary to respond to an emergency.
- The contractor is the sole source.
- No compliant contractors are capable of providing goods or services that respond to the County’s requirements
- The requirements are inconsistent with a grant, subvention or agreement with a public Agency.
- The County is purchasing through a cooperative or joint purchasing agreement.

WHERE do I file a complaint if my employer does not comply with the Equal Benefits Ordinance?

If you wish to file a complaint against your employer, contact: County Counsel, 400 County Center 3rd Floor, Redwood City, CA. 650-363-4250.
On February 13, 2001, the Board of Supervisors of San Mateo County passed Ordinance NO. 04026, an Ordinance adding Chapter 2.93 to the San Mateo Ordinance Code to provide for non-discrimination by County contractors in the provision of employee benefits. Employee benefits routinely comprise a significant proportion of total employee compensation, and discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay. This Ordinance mandates that contractors provide to employees with domestic partners benefits equal to those provided to employees with spouses.
Chapter 2.93 COUNTY CONTRACTS--NON-DISCRIMINATION IN BENEFITS

2.93.010 Definitions.

2.93.020 Discrimination in the provision of benefits prohibited.

2.93.030 Application of chapter.

2.93.040 Powers and duties of the County Manager.

2.93.050 Date of application.

2.93.010 Definitions.

For the purposes of this chapter:
(a) “Contract” means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment for which the consideration is in excess of $5,000.
(b) “Contractor” means a party who enters into a contract with the County.
(c) “Contract Awarding Authority” means the Board of Supervisors or the individual authorized by the Board of Supervisors to enter into contracts on behalf of the County.
(d) “Domestic partner” means any person who is registered as a domestic partner with the Secretary of State, State of California registry or the registry of the state in which the employee is a resident.
(e) “Employee benefits” means the provision of any benefit other than pension and retirement benefits provided to spouses of employees or provided to an employee on account of the employee’s having a spouse, including but not limited to bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; vacation; travel benefits; and any other benefits given to employees, provided that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law. (Ord. 4026, 02/13/01)

2.93.020 Discrimination in the provision of benefits prohibited.

(a) No contractor on a County contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse, subject to the following conditions:
(1) In the event that the contractor’s actual cost of providing a particular benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the contractor’s actual cost of providing a particular benefit to the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the contractor shall not be deemed to discriminate in the provision of employee benefits if the contractor conditions providing such benefit upon the employee’s agreement to pay the excess costs.
(2) The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the
contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash payment equal to the contractor’s cost of providing the benefit to an employee’s spouse.  

(b) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County. The County Manager may waive the requirements of this chapter for contracts not needing the approval of the Board of Supervisors where waiver would be in the best interests of the County for such reasons as follows:  

1. Award of a contract or amendment is necessary to respond to an emergency;  
2. The contractor is a sole source;  
3. No complaint contractors are capable of providing goods or services that respond to the County’s requirements;  
4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;  
5. The County is purchasing through a cooperative or joint purchasing agreement.  

(c) Contractors should submit requests for waivers of the terms of this chapter to the Contract Awarding Authority for that contract, or in the case of contracts approved by the Board, the County Manager.  

(d) The Contract Awarding Authority, or in the case of contracts approved by the Board, the County Manager, may reject an entity’s bid or proposals, or terminate a contract, if the Contract Awarding Authority determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.  

(e) No Contract Awarding Authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter. (Ord. 4026, 02/13/01)  

2.93.030 Application of chapter.  

The requirements of this chapter shall only apply to those portions of a contractor’s operations that occur (a) within the County; (B) on real property outside of the County if the property is owned by the County or if the County has a right to occupy the property, and if the contractor’s presence at that location is connected to a contract with the County; and (c) elsewhere in the United States where work related to a County contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor. (Ord. 4026, 02/13/01)  

2.93.040 Powers and duties of the County Manager.  

The County Manager’s office shall have the authority to:  

(a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter;  

(b) Receive notification from employees of contractors regarding violations of this chapter;
(c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:
(1) Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years, and
(2) Contractual remedies, including, but not limited to termination of contract,
(3) Liquidated damages in the amount of $2,500;
(d) Examine contractors’ benefit programs covered by this chapter;
(e) Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
(f) Allow for remedial action after a finding of noncompliance, as specified by rule;
(g) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter. (Ord. 4026, 02/13/01)

2.93.050 Date of application.

The provisions of this chapter shall apply to any contract awarded or amended on or after July 01, 2001, provided that if the contractor is then signatory to a collective bargaining agreement, this chapter shall only apply to any contract with that contractor which is awarded or amended after the effective date of the next collective bargaining agreement. (Ord. 4026, 02/13/01)
COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: ________________________________
Contact Person: ________________________________
Address: ______________________________________
Phone Number: __________________ Fax Number: _________

II Employees

Does the Contractor have any employees? ___ Yes ___ No

Does the Contractor provide benefits to spouses of employees? ___Yes ___No

*If the answer to one or both of the above is no, please skip to Section IV.*

III Equal Benefits Compliance (Check one)

☐ Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
☐ Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
☐ No, the Contractor does not comply.
☐ The Contractor is under a collective bargaining agreement which began on _____________ (date) and expires on _____________ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of ___________, 2005 at _____________________, ______.

(City)                 (State)

Signature                      Name (Please Print)

_____________________________              ______________________________

Title
Chapter 2.84 - CONTRACTS-EQUAL BENEFITS

Sections:

2.84.010 - Definitions.

For the purposes of this chapter:

(a) "Contract" means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment for which the consideration is in excess of $5,000.

(b) "Contractor" means a party who enters into a contract with the County.

(c) "Contract Awarding Authority" means the Board of Supervisors or the individual authorized by the Board of Supervisors to enter into contracts on behalf of the County.

(d) "Domestic partner" means any person who is registered as a domestic partner with the Secretary of State, State of California registry or the registry of the state in which the employee is a resident.

(e) "Employee benefits" means the provision of any benefit other than pension and retirement benefits provided to spouses of employees or provided to an employee on account of the employee's having a spouse, including but not limited to bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; vacation; travel benefits; and any other benefits given to employees, provided that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

(Ord. 4324, 08/15/06)

2.84.020 - Discrimination in the provision of benefits prohibited.

(a) No contractor on a County contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse, subject to the following conditions:

1. In the event that the contractor's actual cost of providing a particular benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the contractor's actual cost of providing a particular benefit to the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the contractor shall not be deemed to discriminate in the provision of employee benefits if the contractor conditions providing such benefit upon the employee's agreement to pay the excess costs.

2. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor...
provides the employee with a cash payment equal to the contractor's cost of providing the benefit to an employee's spouse.

(b) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County. The County Manager may waive the requirements of this chapter for contracts not needing the approval of the Board of Supervisors where waiver would be in the best interests of the County for such reasons as follows:
1. Award of a contract or amendment is necessary to respond to an emergency;
2. The contractor is a sole source;
3. No compliant contractors are capable of providing goods or services that respond to the County's requirements;
4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;
5. The County is purchasing through a cooperative or joint purchasing agreement.

(c) Contractors should submit requests for waivers of the terms of this chapter to the Contract Awarding Authority for that contract, or in the case of contracts approved by the Board, the County Manager.

(d) The Contract Awarding Authority, or in the case of contracts approved by the Board, the County Manager, may reject an entity's bid or proposals, or terminate a contract, if the Contract Awarding Authority determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

(e) No Contract Awarding Authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter.

(Ord. 4324, 08/15/06)

2.84.030 - Application of chapter.

The requirements of this chapter shall only apply to those portions of a contractor's operations that occur: (a) within the County; (b) on real property outside of the County if the property is owned by the County or if the County has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the County; and (c) elsewhere in the United States where work related to a County contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

(Ord. 4324, 08/15/06)

2.84.040 - Powers and duties of the County Manager.

The County Manager's office shall have the authority to:

(a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter;
(b) Receive notification from employees of contractors regarding violations of this chapter;
(c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:
1. Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years,
2. Contractual remedies, including, but not limited to termination of contract, and
3. Liquidated damages in the amount of $2,500;
(d) Examine contractors' benefit programs covered by this chapter;
(e) Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
(f) Allow for remedial action after a finding of noncompliance, as specified by rule;
(g) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter.

(Ord. 4324, 08/15/06)

2.84.050 - Date of application.

The provisions of this chapter shall apply to any contract awarded or amended on or after July 1, 2001, provided that if the contractor is then signatory to a collective bargaining agreement, this chapter shall only apply to any contract with that contractor which is awarded or amended after the effective date of the next collective bargaining agreement.

(Ord. 4324, 08/15/06)
Insurance Requirements

- The Contractor must carry $1,000,000 or more in comprehensive general liability insurance.

- The Contractor must carry motor vehicle liability insurance, and if travel by car is a part of the services being requested, the amount of such coverage must be at least $1,000,000;

- If the Contractor has two or more employees, the contractor must carry the statutory limit for workers’ compensation insurance.

- The Contractor must carry professional liability insurance in the amount of no less than $1,000,000.

- The Contractor must name the County and its officers, agents, employees, and servants as additional insured on any such policies (except workers compensation). Depending on the nature of the work being performed, additional requirements may need to be met.
### SAN CARLOS AIRPORT

**REVISED FAA/CALTRANS ACIP (2015-2019)**
**PREPARED: JANUARY 9, 2014**

<table>
<thead>
<tr>
<th>FISCAL YEAR</th>
<th>PROJECT#</th>
<th>PROJECT</th>
<th>QUANTITY</th>
<th>TOTAL COST</th>
<th>FEDERAL SHARE 90%</th>
<th>STATE SHARE 4.5%</th>
<th>LOCAL SHARE 5.5%</th>
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<tbody>
<tr>
<td>2015</td>
<td>15-1</td>
<td>RSAP Action Item - Sealcoat &amp; Stripe Runway (Environmental &amp; Design)</td>
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<td>RSAP Action Item - Restripe Juliet, Kilo, Lima and Mike (Environmental and Design)</td>
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<td>FAR Part 77 - Lower Power Poles and Underground Trenching (Construction)</td>
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<td>FAR Part 77 - Replace Rotating Beacon and Underground Cable (Construction)</td>
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<td>Seal Coat and Restripe Taxiways Sierra, Hotel and Plombo Parking Areas (Environmental and Design)</td>
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<td></td>
<td>Subtotal (FY 2019)</td>
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# HALF MOON BAY AIRPORT

*REVISED* FAA/CALTRANS ACIP (2015-2019)

PREPARED: JANUARY 9, 2014

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<tr>
<th>FISCAL YEAR</th>
<th>PROJECT#</th>
<th>PROJECT</th>
<th>QUANTITY</th>
<th>TOTAL COST</th>
<th>FEDERAL SHARE 90%</th>
<th>STATE SHARE 4.5%</th>
<th>LOCAL SHARE 5.5%</th>
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<tbody>
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**Subtotal (FY 2015)**

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**Subtotal (FY 2016)**

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<td>$5,625</td>
<td>$6,875</td>
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<tr>
<td>2017</td>
<td>17-4</td>
<td>Replace Runway 30 PAPI's (Construction)</td>
<td>LS</td>
<td>$100,000</td>
<td>$90,000</td>
<td>$4,500</td>
<td>$5,500</td>
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**Subtotal (FY 2017)**

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<td>Rehabilitate North Transient Apron (Design)</td>
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**Subtotal (FY 2018)**

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<td>$153,000</td>
<td>$7,650</td>
<td>$9,350</td>
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**Subtotal (FY 2019)**

|                               |         |                                                    |          | $1,670,000 | $1,503,000         | $75,150          | $91,850          |