

GLENN COUNTY AIRPORT ADVISORY COMMITTEE

Jaime Lely, Orland
Gerald Kraemer, Orland
Ken Hahn, BOS Liaison - Chair

Mike Peavy, Orland Airport
Taylor Michaud, Willows Airport
Ernest Pieper, Willows Airport

**Glenn County Public Works Agency
777 N Colusa Street
Willows, CA 95988
(530)934-6530**

AGENDA

WEDNESDAY, JANUARY 5, 2022 @ 3:30 p.m.

**Public Works Agency
777 N Colusa Street
Willows, CA 95988**

**Microsoft Teams meeting
Or call in (audio only)
+1 323-676-6164,,705858864# United States, Los Angeles
Phone Conference ID: 705 858 864#**

CALL MEETING TO ORDER:

1. ROLL CALL

Jamie Lely, Orland, Chair
Jerry Kraemer, Orland, Vice-Chair
Mike Peavy, Orland

Ernest Pieper, Willows
Taylor Michaud, Willows
Ken Hahn, BOS Liaison

2. APPROVAL OF MINUTES

- a. Approve Minutes of October 6, 2021

3. PUBLIC COMMENT PERIOD

4. DISCUSSION ITEMS

- a. Budget/Staff Report – Talia & Alex
- b. Potential Airport Clean-Up Events
- c. Update of Lease Concerns/Suggestions submitted to County Counsel
- d. Potential Land Lease
- e. Airport DBE presentation – Nathan Mendes

- f. ACIP Update
- g. AWOS Update

5. ACTION ITEMS

- a. Fuel Pricing Policy
 - i. Approve Recommendation to the Board of Supervisors to approve Fuel Pricing Policy

6. UNSCHEDULED MATTERS

Receive comments from the audience, staff and committee members and, if deemed necessary, refer the subject matter for follow-up and/or schedule the matter on a subsequent agenda if required.

7. CALL FOR AGENDA ITEMS FOR NEXT MEETING

- a.
- b.
- c.

8. NEXT MEETING

Wednesday, April 6, 2022
Public Works Agency
777 N Colusa Street
Willows, CA 95988

Adjourn Meeting



GLENN COUNTY PERSONNEL DEPARTMENT

Linda Durrer, Personnel Director
525 West Sycamore Street
Willows, California 95988
(530) 934-6451 FAX 934-6452
Email: gcpersonnel@countyofglenn.net
Website: www.countyofglenn.net



VOLUNTEER/INTERN APPLICATION PLEASE PRINT CLEARLY

*Your acceptance as a volunteer or intern may be contingent upon a successful completion of a background check.

Please check one: Volunteer Intern

Last Name First Name

Address Apt. # City State Zip Code

Home Telephone: _____ Work Telephone: _____

Are you over the age of 18? YES _____ NO _____ Social Security # _____ - _____ - _____

Driver License or ID # _____ State _____ Expiration Date _____

Are you currently a student? YES _____ NO _____ Name of School: _____

Degree or Certificates:

Other Training: _____

Languages
Read _____ Speak _____ Write _____

Occupation: _____

Employer Name: _____

Employer Address: _____

City: _____ State: _____ Zip: _____

Duties: _____

Supervisor: _____ Phone: _____

May we contact your employer for reference? YES ___ NO ___

List one alternative reference we may contact: (may be friend, professor or employer)

Name: _____ Phone: _____

Address: _____

Relationship: _____

Prior Volunteer Experience (include dates)

List any job-related organizations, clubs, professional societies, associations which you may belong to:

How did you hear about our program?

Time you have available for volunteer/intern work: # Hours per week _____

Approximate Length of Commitment: 1-3 months 2-4 months 4-6 months 1 year+

Days and Hours available: (please circle)

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Hours: _____

Name one person to be notified in case of accident or emergency:

Name: _____ Address: _____

Phone Number: _____ Relationship: _____

I understand that my services are donated to the County of Glenn (County) without contemplation of compensation or future employment, and given for humanitarian, religious or charitable reasons. I understand that I am covered under the County's workers' compensation insurance in the event of an injury from rendering a volunteer or intern service. I will report any injury or incident to my supervisor immediately. I agree to abide by any rules and directions provided by those who are utilizing my services as a volunteer.

As a volunteer or intern for the County of Glenn, I agree to maintain state mandated automobile liability insurance. It is also my understanding that THE County may perform a criminal record check.

Volunteer Signature: _____ Date: _____

Office Use Only

Interviewed By: _____ Date: _____ Record Check Initiated: _____ Cleared: _____

Employer/Program Coordinator Signature: _____ Date: _____


Select a Department ▼

-- How do I...? -- ▼



Administrative Manual

Search the Administrative Manual



- [Administrative Manual \(/govt/administrative-manual/\)](/govt/administrative-manual/)
- ↳ [Title 12 Management Policies \(/govt/administrative-manual/title-12/\)](/govt/administrative-manual/title-12/)
- ↳ [Chapter 9 Glenn County Volunteer Policy \(/govt/administrative-manual/title-12/chapter-9/\)](/govt/administrative-manual/title-12/chapter-9/)

12.09.02 Overview



 COPY DIRECT LINK (/GOVT/ADMINISTRATIVE-MANUAL/TITLE-12/CHAPTER-9#2)

Volunteers are a valuable resource in enhancing and improving Glenn County's ability to provide efficient and effective services to the community. The Board of Supervisors of the County of Glenn recognizes and supports the use of volunteers to assist County government in providing services and programs. Volunteer service can enhance the County's ability to deliver services in a cost effective manner, provide a meaningful and positive impact on County Programs and the community, and may provide greater diversity in the workforce; as well as bring a fresh perspective and expanded skill set to County services and programs. In addition, volunteers can improve or promote the quality of their own lives as well as the lives of those people they interact with while volunteering. Volunteering allows the volunteer to enhance his or her own skills, make contacts for possible employment and community involvement and could be considered self-satisfying and may fulfill the volunteer's altruistic desires.



12.09.04 Purpose

[\(/PRINT/6807\)](#)[COPY DIRECT LINK \(/GOVT/ADMINISTRATIVE-MANUAL/TITLE-12/CHAPTER-9#4\)](#)

Except as set forth herein, the Glenn County Volunteer Policy applies to all persons who perform voluntary service for the County of Glenn, and provides such persons with the terms and conditions of their voluntary service to the County of Glenn. This policy formalizes the volunteer program and establishes standards of volunteer service. This policy defines the responsibilities of the County and volunteers. Written policies and procedures assure volunteers are suitably selected, oriented and trained, written assignments and job duties are developed, supervision is appropriate to assigned duties and discussion with volunteers regarding safety, liability to the County and accident and property damage coverage is conducted. This policy is designed to enable the County to accept volunteers, reduce volunteer risk and protect the interests of the County, its volunteers, and the community it serves.

This policy also provides the County of Glenn, through its various departments, with the necessary supervision and control over the provision of such voluntary services so as to protect the volunteer and the County of Glenn from unnecessary exposure to liability or other problems in connection with such service.

All volunteers are expected to abide by County policies and regulations that govern their actions, including but not limited to those of ethical behavior, confidentiality, financial responsibility, and drug and alcohol use.

12.09.06 Application

[\(/PRINT/6808\)](#)[COPY DIRECT LINK \(/GOVT/ADMINISTRATIVE-MANUAL/TITLE-12/CHAPTER-9#6\)](#)

Individuals who are engaged in internships and/or work experience programs that are covered by external agencies and/or educational institutions, and volunteers who are provided from other organizations through a MOU or contract with the County, are not covered by this policy but are expected to comply with all policies relating to prohibited activities and general conduct as set forth herein.

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12.09.08 Policy Administration



(/PRINT/6809)

[COPY DIRECT LINK \(/GOVT/ADMINISTRATIVE-MANUAL/TITLE-12/CHAPTER-9#8\)](/GOVT/ADMINISTRATIVE-MANUAL/TITLE-12/CHAPTER-9#8)

Generally, administration of volunteers and a volunteer program will be the responsibility of the department for which the volunteer works. Overall program coordination will be under direction of the Personnel Department, or as delegated to a volunteer management agency by contract with the County. Departments are responsible to create their specific department procedures to coordinate their volunteer program and to meet expectations outlined in this policy.

12.09.10 Scope



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[COPY DIRECT LINK \(/GOVT/ADMINISTRATIVE-MANUAL/TITLE-12/CHAPTER-9#10\)](/GOVT/ADMINISTRATIVE-MANUAL/TITLE-12/CHAPTER-9#10)

A. Definition of Volunteer: County volunteers are uncompensated individuals who perform services directly related to the business of the County for their benefit, to support the humanitarian, charitable or public service activities of the County, or to gain experience in specific endeavors. To qualify as a County volunteer, an individual must be willing to provide service according to the procedures in this policy.

In order to maximize the effectiveness of volunteers, yet limit risk exposure to both volunteers and the County, this policy will apply to all County departments and volunteers. Exceptions to the conditions of the policy may be brought to the Board of Supervisors for review and approval on a case-by-case basis.

B. Types of Volunteers: There are five broad classes of volunteers:

1. General Volunteer: Defined as one who is not assigned to sensitive areas or situations and does not require particular licensing or certification. Examples of departments using such volunteers might be, but not limited to: Planning, Transportation, General Services, and Animal Control. Placement of these volunteers will require only a basic background such as reference checks and verifying information from application.

2. Special Volunteer: Defined as one who is assigned to sensitive areas or to work with children or other vulnerable populations such as in the Health & Human Services Agency (HHSA). Placement of these volunteers may require a Livescan (fingerprinting) or extensive background check and drug screenings.



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3. **Public Safety Volunteer:** Defined as one who perform services related to law enforcement and public safety. Placement of volunteers in these areas may require the full law enforcement background check including complete physical, psychological, polygraph and drug screenings, or a background investigation similar to that of law enforcement personnel. Reserve Deputy Sheriff's shall not lose the status of volunteer if/when on an occasional basis they might receive compensation for their time related to extra law enforcement services at special events where a private company/entity/individual provides compensation for such activity to offset costs to the Sheriff, by contract or agreement.

4. **Internal Volunteer:** Defined as one who is currently an employee of County of Glenn and is volunteering for a job distinctly different from their classification or working in a different department. Current public officers/employees may act in a volunteer capacity, but are not permitted to voluntarily perform services which are the same as, or are similar to, the duties for which they are paid to perform by the same public agency. The duties of the internal volunteer shall not, in any way, conflict with the provisions of Government Code Section relating to inconsistent, incompatible or conflicting activity by a local officer or employee.

5. **External Volunteer** is defined as one who does not work for the County of Glenn. All screening activities related to volunteer placement are the responsibility of the department.

C. Prohibited Activities: County volunteers are not intended to, and cannot replace employee positions or impair the employment of a County position. Volunteer services are generally limited to humanitarian, charitable or public services. County volunteers are also prohibited from performing the following activities:

- Working with stored energy (e.g. steam, electricity, hydraulics)
- Participating in an activity considered inappropriate for any employee
- Entering into any contract on behalf of the County
- Cash handling without the direct supervision of a County employee
- Working with infectious or potentially infectious agents, including human blood
- Operating a County function without supervision of a County employee
- Participating in media interviews without permission of volunteer supervisor
- Working as a Disaster Service Worker Volunteer without permission and appropriate certification from County Authority
- Any exception to the above, as long as properly supervised and trained, must be identified by an individual service level agreement approved by Risk Management.



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D. Recruitment: Potential volunteers will be required to submit a written application form provided by Personnel or a designated volunteer management agency under contract with the County. Submission of an application shall not be construed as, nor implied as, acceptance of any individual into the volunteer program.

E. Selection: A selection process shall be established where potential volunteers are interviewed, references verified, and in sensitive placements, consistent with type of volunteer (A, B, C, D, E) a Livescan Background Authorization Form shall be completed.

If the selection process discloses any information which indicates a potential volunteer is precluded from working in certain situations or fulfilling department requirements, the County is under no obligation to accept or retain that volunteer.

F. Orientation: In order for both the County and volunteers to have a complete understanding of the conditions of being a volunteer, volunteers must complete an orientation similar to the orientation provided to new employees of Glenn County. The orientation will discuss County policies to which volunteers are subject to adhere, such as, but not limited to, Sexual Harassment, Drug Free Workplace, Health Information Portability and Accountability Act (HIPAA), etc. Departments are responsible for conducting orientation for volunteers that work in their department within the first week of work.

1. Policy and Procedure: Policy and procedures regulating volunteer duties must be discussed. Specific emphasis must be given to working safely, conditions of driving while as a volunteer and risk exposure to the County. This policy should be furnished to and discussed with volunteers.

2. Training: Volunteers will receive an overview of their volunteer assignment and, as appropriate, a written list of duties and expectations, hours of service, supervision, necessary forms, approved financial expenditures and reimbursement procedures, accident reporting procedures, confidentiality, call in, dress code, etc. Volunteers will also receive safety training as appropriate.

3. Supervision: Volunteers will be supervised by permanent County employees as to assignments, performance, activity, use of equipment, etc. Performance problems will be corrected or the volunteer service terminated. Supervisors are to consult with the Personnel Department, or its designee, if they experience issues with the volunteer. Department Head, Supervisor, or designee is responsible for making sure volunteer hours are tracked and reported.



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4. **Separation:** Volunteers serve at the pleasure of the County. Accordingly a volunteer can be terminated without notice or cause.

5. **Computer Usage:** Volunteers are only able to use the computer as assigned by the Department Head or Supervisor.

6. **Telephone Usage:** Volunteers may be contacted by phone at the assigned department for important personal matters that cannot wait. Outgoing calls must be limited to County business or emergencies.

7. **Drugs and Alcohol:** Volunteers are expected to adhere to County Drug Free Workplace to which employees are subject. Possession, use, or being under the influence of drugs or alcohol while on duty in a volunteer capacity is strictly prohibited.

8. **Smoking:** Smoking is not permitted inside any County building or within 20 feet of a County building.

9. **Sexual Harassment:** Sexual Harassment is against the law; the County of Glenn takes this very seriously and enforces a Sexual Harassment Policy. Volunteers and employees are expected to contribute positively to a work environment that is free from unwelcome overtures, advances, or coercion, by or to any volunteer, employee, or a member of the public using County facilities. Any matter of this nature must be brought to the attention of the Supervisor, so immediate corrective action can be taken.

10. **Conflict of Interest:** Volunteers, like employees, are required to disclose any business, commercial or financial interest they may have, where such interest might be construed by a reasonable person as being in real, potential or apparent conflict with their official duties for the organization. A determination may be made by the organization to end or modify a volunteer assignment if a serious conflict of interest exists, if the volunteer cannot or chooses not to modify or end such conflict of their own accord.

11. **Use of Organizational Affiliation:** A volunteer may not use his/her affiliation as a volunteer with the County in connection with partisan politics, religious matters, or community issues contrary to positions taken by the County.

12. **Speaking on Behalf of the County:** Volunteers may not represent themselves as anything other than a volunteer while performing duties as a volunteer, unless specifically authorized and to the extent specified in writing for a specific purpose.



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13. Confidentiality Statement: The County is committed to maintaining client's and customer's right to protection of their personal information. Staff and volunteers in the County must be committed to maintaining the privacy and confidentiality customers/clients; particularly their personal and personal health information subject to HIPAA. Breaches of privacy put the County at risk of legal consequences.

12.09.12 Risks of Injury to Volunteers or Property Damage



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[COPY DIRECT LINK \(/GOVT/ADMINISTRATIVE-MANUAL/TITLE-12/CHAPTER-9#12\)](/GOVT/ADMINISTRATIVE-MANUAL/TITLE-12/CHAPTER-9#12)

A. Personal Injury: Workers Compensation coverage will be provided by Golden State Risk Management or as designated with a volunteer management agency under contract with the County. Time loss benefits are not available.

B. Damage to Volunteer's Property: In the event the personal property of a volunteer is damaged

while the volunteer is serving in either authorized or unauthorized volunteer status, neither the County nor any designated volunteer management agency under contract with the County will be responsible to reimburse for the damage. Members of the Glenn County Search and Rescue Organization and Sheriff's Reserve Deputy Program are covered under the same conditions as the Sheriff personnel.

C. Damage to Private Property: In the event private property is damaged by a volunteer serving in only an authorized volunteer status, provisions of the County Risk Management policy and procedures will be observed.

12.09.14 Notification to Risk Management and Personnel



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Departments utilizing volunteers must notify Golden State Risk Management and the Personnel Department.



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1. Intro Slide

Good afternoon, my name is Nathan Mendes I am an engineering technician with Glenn County Public Works Agency.

Today's presentation will cover two topics related to Glenn County Airports and Disadvantaged Business Enterprise also known as DBE.

First, we are announcing our 2022-2024 DBE Goal for federally funded projects at the Glenn County Airports.

Second, we are looking to receive input from the audience on how to improve DBE opportunities with our Airport projects.

2. Today's Topics

Read Topics.

3. 2022 WLW Apron Drainage Upgrade & Pavement Rehab Project

Removing existing asphalt and sub-base

Regrade

Construct new concrete valley gutter and AC apron

See plan sheet

4. DBE Opportunities

Some potential DBE opportunities for this project are....

5. 2023 O37 & WLW Pavement Condition Studies

Assessing the condition of the pavement at both airports

See example.

DBE opportunities – Prime Consultant A&E Contract, or Sub Consultant

6. 2023 O37 Taxiway Construction Project

See Design in red.

Removing old taxiway connector and replacing per new FAA standard.

7. DBE Opportunities

During the design phase DBE opportunities are....

8. DBE Opportunities

During the construction phase of the project DBE opportunities are....

9. Overall DBE Three-Year Goal Methodology

Go through document...

This document is produced from the FAA Civil Rights Connect website

As previously described, here are our proposed projects for the next three years and their projected cost.

For this study we used a market area of all of California.

We compared the # of DBE firms for each NAICS work category to the total # of firms in CA. This allows us to establish the DBE % for each work category.

From there we use the dollar portion for each category on the projects to determine the % of project cost that should be spent on DBE contracts.

The Base DBE Goal is determined from the Total Weighted DBE Availability/Total For All Trades

And the result is 17.8%

This document is available for review on our website.

10. Receive Input to Improve DBE Opportunities

Would like to take this time for the audience to provide input on how Glenn County could improve our DBE opportunities.

What are some ways to increase DBE participation?

Critique/comments regarding our DBE goal Methodology?

DBE opportunity related questions?

11. Any Additional Questions or Comments?

12. Thank you for your time.

13. END



Glenn County Airports DBE Goal Announcement FY 2022 - 2024

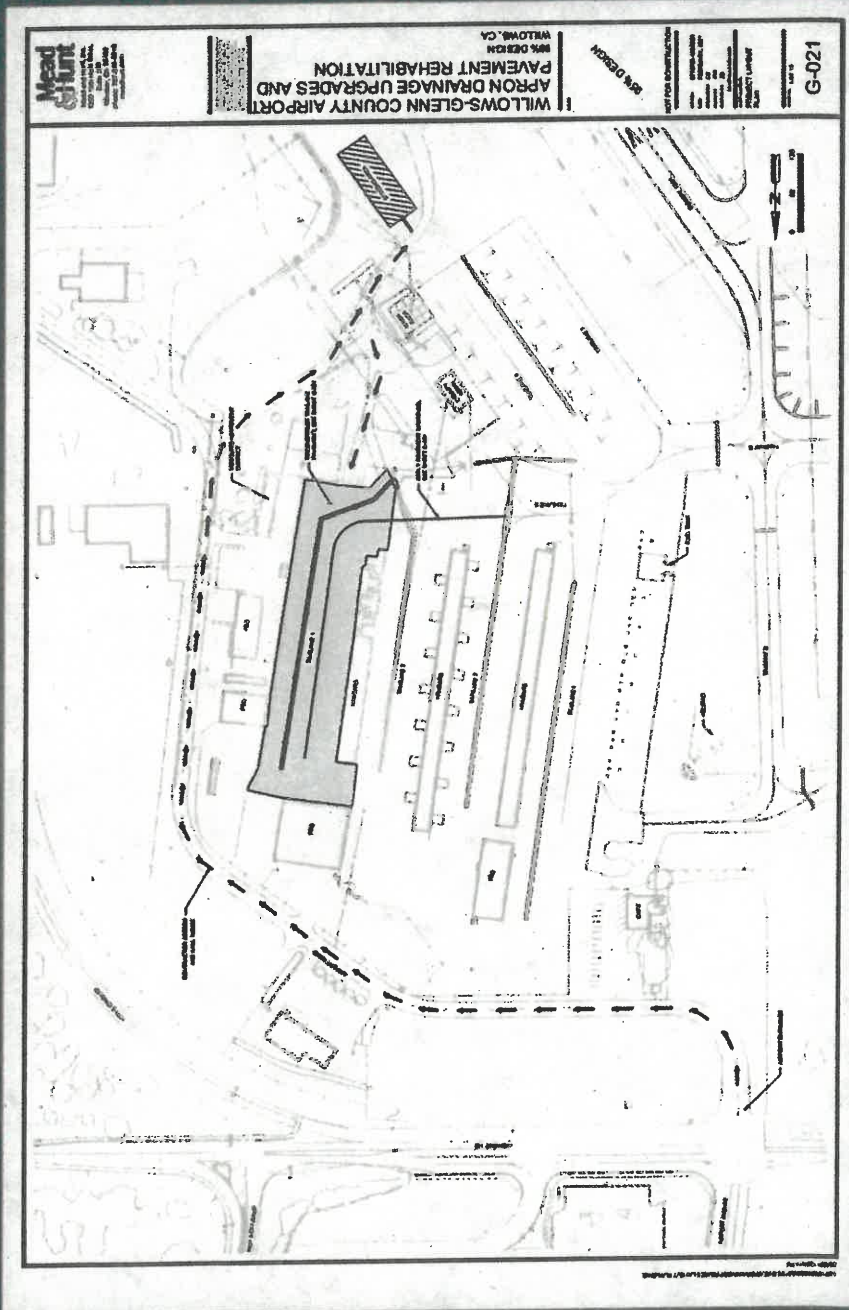
Presented by
Nathan Mendes, Engineering Technician III

Glenn County Airports DBE Goal FY 2022 - 2024

Today's Topics:

- ▶ 2022 – 2024 Airport Projects
- ▶ 2022 WLW Apron Drainage Upgrade and Pavement Rehab Project
- ▶ 2023 O37 & WLW Pavement Condition Studies
- ▶ 2023 O37 Taxiway Construction Project – Design
- ▶ 2024 O37 Taxiway Construction Project
- ▶ Overall DBE Three-Year Goal Methodology
- ▶ Receive Input to Improve DBE Opportunities
- ▶ Questions/Comments

2022 WLW Apron Drainage Upgrade and Pavement Rehab Project



2022 WLW Apron Drainage Upgrade and Pavement Rehab Project

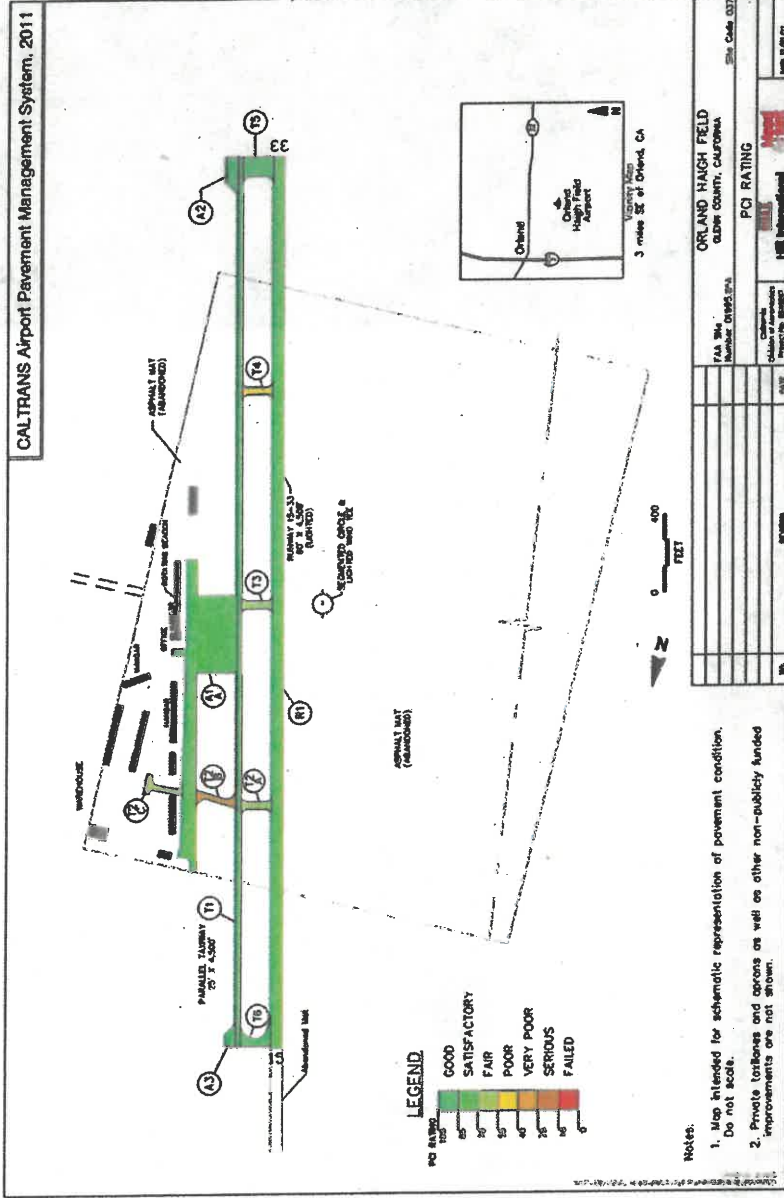
DBE Opportunities

- ▶ Prime Contractor
- ▶ Construction Staking and Survey Layout
- ▶ Airport Painting
- ▶ Erosion Control
- ▶ Material Supply and Trucking

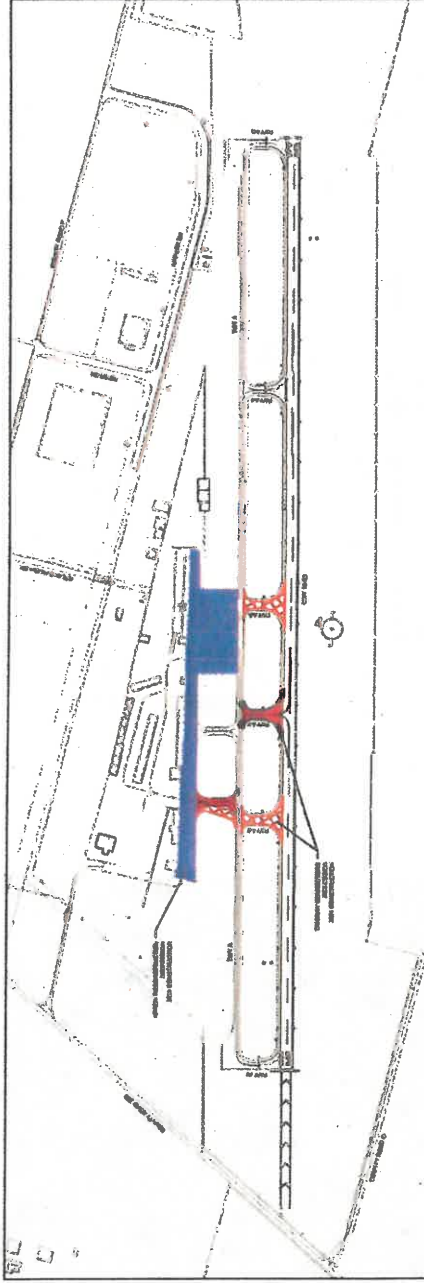
2023 O37 & WLW Pavement Condition Studies

DBE Opportunities

- ▶ Airport Engineering & Planning Services
- ▶ Sub Consultant



2023 O37 Taxiway Construction Project



HAIGH FIELD AIRPORT
GLENN COUNTY



2022-2026 ACEP PROJECTS GRAPHIC



2023 O37 Taxiway Construction Project – Design

DBE Opportunities

- ▶ Airport Engineering & Planning Services
- ▶ Material Testing
- ▶ Surveying

2024 O37 Taxiway Construction Project

DBE Opportunities

- ▶ Prime Contractor
- ▶ Construction Staking and Survey Layout
- ▶ Airport Painting
- ▶ Erosion Control
- ▶ Material Supply and Trucking

Overall DBE Three-Year Goal Methodology

- ▶ [P:\AIRPORTS\FAA\DBE\2022-2024 Goal\Glenn County Airports - DBE Goal Document FY22-24.pdf](#)



Receive Input to Improve DBE Opportunities

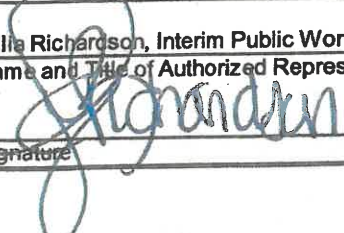
- ▶ Ways to increase DBE participation?
- ▶ Critique/comments regarding our DBE goal methodology?
- ▶ DBE opportunity related questions?

Any Additional Questions/Comments?



Thank You for your time.

AWP ACIP DATA SHEET

Airport Name		HAIGH FIELD AIRPORT		Fiscal Year 2022	
Shown On ALP	Project Type*	Project Description	Federal Share	Local Share	Total
		No project planned for this year	\$ -	\$ -	\$ -
		Total	\$ -	\$ -	\$ -
* D - Development; P - Planning; E - Environmental					
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS					
Detail Project Description (Square/Lineal Footage or Length/Width)					
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)					
NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)					
Land Title Status & Date of Exhibit "A" Status				Date	
Open AIP Funded Projects				Expected Close-out Date	
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.					
Talía Richardson, Interim Public Works Director			Talía Richardson, Interim Public Works Director		
Name and Title of Authorized Representative (Print or Type)			Contact Name and Title (Print or Type)		
		10/25/21			
Signature		Date		Contact Phone (Print or Type)	
				530-934-6530	

AWP ACIP DATA SHEET

Airport Name		HAIGH FIELD AIRPORT		Fiscal Year	2023	
Shown On ALP	Project Type*	Project Description		Federal Share	Local Share	Total
Yes	D	Taxiway Construction Project - Design		\$ 117,000	\$ 13,000	\$ 130,000
N/A	P	Pavement Condition Study		\$ 45,000	\$ 5,000	\$ 50,000
		Total		\$ 162,000	\$ 18,000	\$ 180,000

* D - Development; P - Planning; E - Environmental

PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS

Detail Project Description (Square/Lineal Footage or Length/Width)

Abandon taxiway connectors A2 and A3 and replace with a new A2 to meet current design standards.

Assess the condition of all site pavement and prepare a written report.

Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)

Submit NEPA Catex; December 2022

Submit AIP grant applications; December 2022

Issue task order to airport consultant; spring 2023

NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)

NEPA CATEX to be submitted December 2022

Land Title Status & Date of Exhibit "A" Status

Date

County holds the title to all properties where work will occur.

Open AIP Funded Projects

Expected Close-out Date

Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.

Talia Richardson, Interim Public Works Director

Talia Richardson, Interim Public Works Director

Name and Title of Authorized Representative (Print or Type)

Contact Name and Title (Print or Type)

Signature

Date

530-934-6530

Contact Phone (Print or Type)

AWP ACIP DATA SHEET

Airport Name		HAIGH FIELD AIRPORT		Fiscal Year	2024	
Shown On	Project	Project Description	Federal	Local Share	Total	
ALP	Type*		Share			
Yes	D	Taxiway Construction Project - Construction	\$ 313,110	\$ 34,790	\$ 347,900	
		Total	\$ 313,110	\$ 34,790	\$ 347,900	

* D - Development; P - Planning; E - Environmental

PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS

Detail Project Description (Square/Lineal Footage or Length/Width)

Abandon taxiway connectors A2 and A3 and replace with a new A2 to meet current design standards.

Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)

Submit CSPP to ADO for review; December 2023

Submit 90% plans/specs to ADO: January 2024

Advertize for construction; March 2024

Open bids; April 2024

Construct; August 2024

NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)

NEPA CATEX to be submitted December 2022

Land Title Status & Date of Exhibit "A" Status

Date

County holds the title to all properties where work will occur.

Open AIP Funded Projects

Expected Close-out Date

Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.

Talia Richardson, Interim Public Works Director

Talia Richardson, Interim Public Works Director

Name and Title of Authorized Representative (Print or Type)

Contact Name and Title (Print or Type)

Signature

Date

530-934-6530

Contact Phone (Print or Type)

Talia Richardson

10/25/21

AWP ACIP DATA SHEET

Airport Name		HAIGH FIELD AIRPORT	Fiscal Year	2025	
Shown On ALP	Project Type*	Project Description	Federal Share	Local Share	Total
Yes	D	Apron Drainage and Pavement Rehab Project - Design	\$ 135,000	\$ 15,000	\$ 150,000
		Total	\$ 135,000.00	\$ 15,000.00	\$ 150,000.00

* D - Development; P - Planning; E - Environmental

PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS

Detail Project Description (Square/Lineal Footage or Length/Width)

Install drainage features within apron and perform preventative maintenance activities to the entire apron surface.

Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)

Submit NEPA Catex; December 2024

Submit AIP grant applications; December 2024

Issue task order to airport consultant; spring 2025

NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)

NEPA CATEX to be submitted December 2024

Land Title Status & Date of Exhibit "A" Status

Date

County holds the title to all properties where work will occur.

Open AIP Funded Projects

Expected Close-out Date

Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.

Talia Richardson, Interim Public Works Director

Talia Richardson, Interim Public Works Director

Name and Title of Authorized Representative (Print or Type)

Contact Name and Title (Print or Type)

Talia Richardson 10/25/21
Signature Date

530-934-6530

Contact Phone (Print or Type)

AWP ACIP DATA SHEET

Airport Name		HAIGH FIELD AIRPORT		Fiscal Year	2026	
Shown On ALP	Project Type*	Project Description		Federal Share	Local Share	Total
Yes	D	Apron Drainage and Pavement Rehab Project - Construction		\$ 1,333,530	\$ 148,170	\$ 1,481,700
		Total		\$1,333,530.00	\$148,170.00	\$1,481,700.00

* D - Development; P - Planning; E - Environmental

PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS

Detail Project Description (Square/Lineal Footage or Length/Width)

Install drainage features within apron and perform preventative maintenance activities to the entire apron surface.

Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)

Submit CSPP to ADO for review; December 2025

Submit 90% plans/specs to ADO: January 2026

Advertise for construction; March 2026

Open bids; April 2026

Construct; August 2026

NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)

NEPA CATEX to be submitted December 2024

Land Title Status & Date of Exhibit "A" Status

Date

County holds the title to all properties where work will occur.


Open AIP Funded Projects

Expected Close-out Date

Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.

Talia Richardson, Interim Public Works Director

Name and Title of Authorized Representative (Print or Type)

 10/25/24

Signature

Date

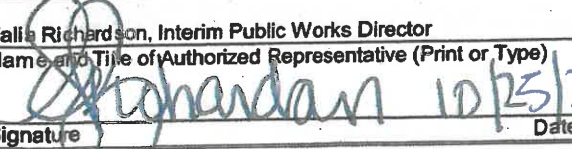
Talia Richardson, Interim Public Works Director

Contact Name and Title (Print or Type)

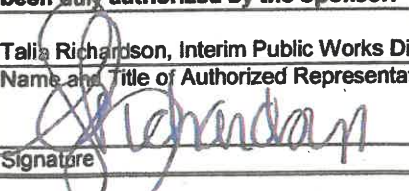
530-934-6530

Contact Phone (Print or Type)

AWP ACIP DATA SHEET

Airport Name		WILLOWS - GLENN COUNTY AIRPORT	Fiscal Year		2022
Shown On ALP	Project Type*	Project Description	Federal Share	Local Share	Total
Yes	D	Apron Rehabilitation Project - Construction Phase	\$ 673,950.60	\$ 74,883.40	\$ 748,834.00
Total			\$ 673,950.60	\$ 74,883.40	\$ 748,834.00
* D - Development; P - Planning; E - Environmental					
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS					
Detail Project Description (Square/Lineal Footage or Length/Width)					
Construct repair and rehabilitation project, including drainage improvements, for deteriorated sections of the apron.					
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)					
CSPP Approved; February 9, 2021 Submitted 95% plans/specs to ADO; July 29, 2021 Advertise for construction; March 2022 Open bids; April 2022 Construct; August 2022					
NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)					
NEPA determination received January 8, 2018					
Land Title Status & Date of Exhibit "A" Status					Date
County holds the title to all properties where work will occur.					
Open AIP Funded Projects					Expected Close-out Date
3-06-0279-009-2019 / ALP and Narrative Report Update					Jul-22
3-06-0279-007-2019 / Apron Rehab Design					Jul-22
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.					
Talia Richardson, Interim Public Works Director			Talia Richardson, Interim Public Works Director		
Name and Title of Authorized Representative (Print or Type)			Contact Name and Title (Print or Type)		
			530-934-6530		
Signature			Contact Phone (Print or Type)		
Date			Date		
10/25/21			10/25/21		

AWP ACIP DATA SHEET

Airport Name		WILLOWS - GLENN COUNTY AIRPORT	Fiscal Year	2023	
Shown On ALP	Project Type*	Project Description	Federal Share	Local Share	Total
N/A	P	Pavement Condition Study	\$ 45,000.00	\$ 5,000.00	\$ 50,000.00
		Total	\$ 45,000.00	\$ 5,000.00	\$ 50,000.00
* D - Development; P - Planning; E - Environmental					
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS					
Detail Project Description (Square/Lineal Footage or Length/Width)					
Assess the condition of all site pavement and prepare a written report.					
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)					
NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)					
Land Title Status & Date of Exhibit "A" Status			Date		
County holds the title to all properties where work will occur.					
Open AIP Funded Projects			Expected Close-out Date		
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.					
Talia Richardson, Interim Public Works Director			Talia Richardson, Interim Public Works Director		
Name and Title of Authorized Representative (Print or Type)			Contact Name and Title (Print or Type)		
			530-934-6530		
Signature			Contact Phone (Print or Type)		
10/25/24			Date		
Date					

AWP ACIP DATA SHEET

Airport Name		WILLOWS - GLENN COUNTY AIRPORT	Fiscal Year	2024		
Shown On ALP	Project Type*	Project Description	Federal Share	Local Share	Total	
		No project planned for this year				
		Total	\$ -	\$ -	\$ -	

* D - Development; P - Planning; E - Environmental

PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS

Detail Project Description (Square/Lineal Footage or Length/Width)

Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)

NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)

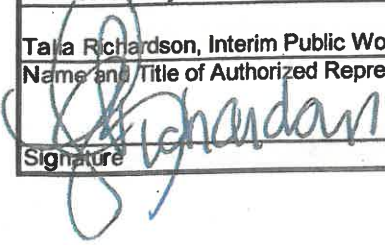
Land Title Status & Date of Exhibit "A" Status Date

Open AIP Funded Projects Expected Close-out Date

Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.

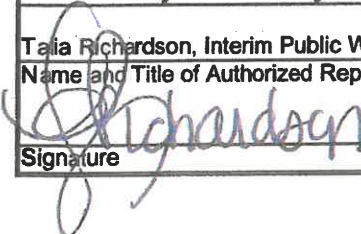
Talia Richardson, Interim Public Works Director
Name and Title of Authorized Representative (Print or Type)

Talia Richardson, Interim Public Works Director
Contact Name and Title (Print or Type)

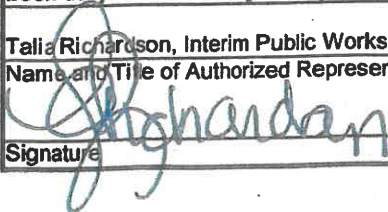
 10/25/24
Signature Date

530-934-6530
Contact Phone (Print or Type)

AWP ACIP DATA SHEET

Airport Name		WILLOWS - GLENN COUNTY AIRPORT		Fiscal Year		2025	
Shown On	Project	Project Description	Federal	Local Share	Total		
ALP	Type*					Share	Share
		No project planned for this year					
Total			\$ -	\$ -	\$ -		
* D - Development; P - Planning; E - Environmental							
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS							
Detail Project Description (Square/Lineal Footage or Length/Width)							
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)							
NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)							
Land Title Status & Date of Exhibit "A" Status						Date	
Open AIP Funded Projects						Expected Close-out Date	
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.							
Talia Richardson, Interim Public Works Director				Talia Richardson, Interim Public Works Director			
Name and Title of Authorized Representative (Print or Type)				Contact Name and Title (Print or Type)			
							
Signature				Date			
				530-934-6530			
				Contact Phone (Print or Type)			

AWP ACIP DATA SHEET

Airport Name		WILLOWS - GLENN COUNTY AIRPORT		Fiscal Year	2026	
Shown On ALP	Project Type*	Project Description		Federal Share	Local Share	Total
Yes	D	16/34 Runway Safety Area Project - Design		\$ 144,000.00	\$ 16,000.00	\$ 160,000.00
		Total		\$ 144,000.00	\$ 16,000.00	\$ 160,000.00
* D - Development; P - Planning; E - Environmental						
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS						
Detail Project Description (Square/Lineal Footage or Length/Width)						
Relocated drainage ditch located south of 16/34 to outside of RSA.						
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)						
Submit NEPA Catex; December 2025 Submit AIP grant applications; December 2025 Issue task order to airport consultant; spring 2026 Issue task order to ROW consultant; spring 2026						
NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)						
NEPA CATEX to be submitted December 2025						
Land Title Status & Date of Exhibit "A" Status				Date		
ROW to be aquired south of 16/34. fall 2026						
Open AIP Funded Projects				Expected Close-out Date		
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.						
Talia Richardson, Interim Public Works Director				Talia Richardson, Interim Public Works Director		
Name and Title of Authorized Representative (Print or Type)				Contact Name and Title (Print or Type)		
				530-934-6530		
Signature				Contact Phone (Print or Type)		
Date				10/25/21		



REQUEST FOR QUALIFICATIONS

Professional Engineering, Consulting, and
Planning Services for the Glenn County
Airports

County of Glenn
Public Works Agency
777 N. Colusa Street
Willows, CA 95988

December 22, 2021

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ATTACHMENTS

A. FEDERAL CONTRACT LANGUAGE

B. SAMPLE CONTRACT

REQUEST FOR QUALIFICATIONS

CONTACT INFORMATION

Interested firms shall submit one (1) paper copy and one (1) electronic version, either PDF or Word format, of the Statement of Qualifications (SOQ) no later than **2:00 pm on January 28, 2022**, to:

County of Glenn
Public Works Agency
777 N. Colusa Street
Willows, CA 95988
Attention: Talia Richardson, Director of Public Works

Or if by U.S. Mail, to:

County of Glenn
Public Works Agency
PO BOX 1070
Willows, CA 95988

The SOQ shall be in the format identified herein. Any questions regarding this Request for Qualifications (RFQ) shall be directed to Talia Richardson at the Public Works Agency via email at engineer@countyofglenn.net.

To be on the document holder list and to be assured of receiving all addenda and Requests for Information (RFIs) responses, the following information must be submitted to Glenn County via email at: engineer@countyofglenn.net. All RFIs must also be submitted via email to this address.

Company Name: _____

Mailing Address: _____

Primary Contact Name: _____

Primary Contact email address: _____

Primary Contact phone number: _____

Addenda and RFI responses will be sent via email to the primary contact submitted.

REQUEST FOR QUALIFICATIONS

INTRODUCTION

The County of Glenn (County) is requesting Statements of Qualifications from qualified professional firms (Consultant) for Professional Engineering, Consulting, and Planning Services for the Glenn County Airports. Located approximately halfway between Sacramento and Redding in Northern California, Glenn County is home to two (2) local airports: Haigh Field in Orland, CA, and Willows-Glenn Airport in Willows, CA.

Consultant selection will generally utilize the One-Step RFQ Method, as described in Section 10.6 of the California Department of Transportation (Caltrans) Local Assistance Procedures Manual (LAPM). Selection procedures will also adhere to the Federal Aviation Administration's (FAA) *Advisory Circular 150/5100-14E: Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*.

As part of the services, the Consultant(s) will be required, on an as needed basis, for up to five years, to perform airport-related activities, such as development planning, engineering studies, preparation of federal environmental assessments, applications, engineering design work, preparation of contract plans and specifications, construction management, and contract administration. Fees will be determined through negotiations at the time a specific service is needed. A more detailed description of the anticipated projects over the course of contract term is presented in the Scope of Services below.

SCOPE OF SERVICES

The following is an outline of anticipated tasks required to perform this work. All tasks described below are subject to grant approval from the FAA, Caltrans Division of Aeronautics, or other grant sources. Additionally, work may be accomplished during the course of multiple grants. All work shall be completed under the responsible charge of professionals, appropriately licensed in California for the type of work completed.

1. Provide construction oversight, construction engineering services, and associated inspections for the Apron Drainage Upgrades and Pavement Rehabilitation Project at the Willows-Glenn County Airport.
2. Conduct and prepare a Pavement Condition Study at the Willows-Glenn County Airport.
3. Conduct and prepare a Pavement Condition Study at the Haigh Field Airport.
4. Design and provide construction engineering services for the Taxiway Construction Project at the Haigh Field Airport.
5. Design and provide construction engineering services for the Apron Drainage and Pavement Rehabilitation Project at the Haigh Field Airport.
6. Design and provide construction engineering services for the 16/34 Runway Safety Area Project at the Willows-Glenn County Airport.
7. Prepare necessary applications and documentation for Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant funding.

REQUEST FOR QUALIFICATIONS

8. Assist in the annual preparation and development of Airport Capital Improvement Plans (ACIP).
9. Environmental studies, assessments, and reports, to include requirements of CEQA, NEPA, and all associated regulations, including the ability to represent the airport(s) in discussions with regulatory agencies.
10. Coordination with the FAA in grant proposals, performance, and closeout.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

Submitters are advised that, as required by federal law, the County of Glenn is implementing Disadvantaged Business Enterprise (DBE) requirements. At this time nothing is required to be submitted; however, Consultants are advised that the overall DBE participation goal established between the County of Glenn and the FAA is 17.8%.

EVALUATION CRITERIA

The SOQ for Professional Engineering, Consulting, and Planning Services for the Glenn County Airports submitted in response to this RFQ will be used as a basis for selecting the engineering Consultant for this project. The Consultant's SOQ will be evaluated and ranked according to Table 1 below.

Table 1: Consultant Evaluation

CONSULTANT NAME: _____	MAX POINTS	SCORE
CRITERIA		
RECENT EXPERIENCE IN AIRPORT PROJECTS COMPARABLE TO SCOPE OF SERVICES	20	
CAPABILITY TO PERFORM ALL OR MOST ASPECTS WITHIN THE SCOPE OF SERVICES	20	
KEY PERSONNEL'S PROFESSIONAL EXPERIENCE AND AVAILABILITY	20	
CAPABILITY TO MEET SCHEDULE AND DEADLINES	10	
UNDERSTANDING POTENTIAL CHALLENGES IN THE SCOPE OF SERVICES	10	
FAMILIARITY WITH THE PROJECTS AND LOCATION	20	
TOTAL:	100	

CONTRACT REQUIREMENTS

The top-ranked Consultant will receive written notification of the selection. The final contract will need to be approved and signed by County of Glenn's County Counsel and an authorized representative of the Consultant. A sample agreement has been attached to this RFQ for your reference. The Consultant shall advise the County of Glenn in their SOQ of any provisions for which they have alternative wording, or any provisions which they cannot accept.

The Consultant agrees that should it be awarded a contract, the Consultant shall not discriminate against any person who performs any work thereunder because of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.

REQUEST FOR QUALIFICATIONS

If a subcontract for work or services to be performed exceeds \$25,000, the subcontract must contain all required provisions of the prime contract.

Prevailing wages or Davis Bacon wages, whichever is greater, will apply if the services to be performed will involve land surveying— such as flag persons, survey party chief, rodman or chainman; materials sampling and testing— such as drilling rig operators, pile driving, crane operators; inspection work; soils or foundation investigation; environmental hazardous materials; and so forth. California State Prevailing Wage information and Davis Bacon wage rates are available through the websites below:

- DIR FAQ website: http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html
- DIR Wage Determination website: <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>
- Wage Determinations OnLine website: <http://www.wdol.gov/dba.aspx>

STATEMENT OF QUALIFICATION REQUIREMENTS

Due Date	2:00 pm on January 28, 2022
Required Copies	SOQ: One (1) paper copy and one (1) electronic version, either in PDF or Word format
Submit To	County of Glenn Public Works Agency 777 N. Colusa Street Willows, CA 95988 Attention: Talia Richardson, Interim Director of Public Works engineer@countyofglenn.net or if by U.S. Mail, to: County of Glenn Public Works Agency PO BOX 1070 Willows, CA 95988
Submittal Identification	The submittal package shall be clearly marked "Professional Engineering, Consulting, and Planning Services for the Glenn County Airports"

These guidelines are provided for standardizing the preparation and submission of SOQs by all Consultants for professional services. The intent of these guidelines is to assist Consultants in the preparation of their SOQ, to simplify the review process by the County of Glenn, and to provide standards for the evaluation of all SOQs.

Submittals shall be a maximum of thirty (30) single-sided or fifteen (15) double-sided bound pages, including the introductory letter and resumes. Paper size shall be Letter (8.5" x 11") and a minimum font size of 11 shall be utilized. Required attachments or exhibits, if any, do not count towards the page count. Drawings sized 11" x 17" are allowed and excluded from the page count provided they are folded to 8.5" x 11" size and included in the bound SOQ.

REQUEST FOR QUALIFICATIONS

Statements of Qualifications shall contain the following information in the order listed:

1. Introductory Letter

The Introductory (or transmittal) letter shall be addressed to:

Talia Richardson, Interim Director of Public Works
County of Glenn Public Works Agency
777 N. Colusa Street
Willows, CA 95988

The introductory letter shall include the Consultant's primary contact, mailing address, telephone number, facsimile number, and email address. The letter shall address the Consultant's understanding of the Scope of Services and any other information deemed pertinent by the Consultant.

The letter should also indicate any conflicts or non-acceptability of the terms and conditions of the contract agreement attached to this RFQ. Proposed deviations and modifications to the contract agreement should be clearly noted and supporting reasons provided. Changes to the agreement will not be considered by the County of Glenn once Consultant selection has been completed.

2. Office Location Where Work will be performed

Include the office(s) where the majority of the work will be conducted by the Consultant and Subconsultant(s).

3. Qualifications and Experience:

Identify key staff and Subconsultants proposed for the project team and their availability. Describe the responsibilities of the staff and extent of involvement with the project. Any changes in key personnel and Subconsultants after the award of contract must be requested in writing, and approved by the County of Glenn before the change is made. Three (3) references are to be listed for each Subconsultant. References may be contacted as part of the selection process.

The SOQ must clearly describe the Consultant's ability for undertaking and performing the scope of work. It must list projects of similar work performed by the proposed project team. These projects must illustrate the quality and past performances of the project team. A discussion of challenges faced, and solutions developed by the team are recommended. Contact names and current telephone numbers are to be provided for each referenced project. The projects listed should include the names of staff and other team members involved in the work.

Supportive information and references in support of the Consultant's qualifications may include graphs, organizational charts, photographs, resumes, etc., and is at the Consultant's discretion.

The Consultant is reminded that the SOQ must be specific and concise.

REQUEST FOR QUALIFICATIONS

4. Federal and State Requirements

Consultant and Subconsultants must meet all applicable federal and state requirements. The Consultant should address such requirements in the SOQ.

5. Supporting Information

The Consultant may include resumes, brochures, and other supporting information in this section.

6. Fee Proposal

Fee proposals are not to be submitted in response to this request. Final project costs will be determined through negotiations with the selected firm. If specific project cost negotiations with the selected firm are unsuccessful, the County reserves the right to enter into negotiations with the next most qualified firm.

CONSULTANT SELECTION PROCESS

After the period has closed for receipt of SOQs, each submittal will be opened and examined to determine compliance with the requirements specified in this RFQ. Any SOQ that does not meet the format requirements will be eliminated from competition and returned to the Consultant. The County of Glenn may reject any SOQ if it is conditional, incomplete, or contains irregularities. The County of Glenn may waive an immaterial deviation in a SOQ; however, the waiver shall in no way modify the RFQ documents or excuse the Consultant from full compliance with the contract requirements if awarded the contract.

The selection panel will review each SOQ that meets the format requirements. Panel members will individually evaluate each SOQ in accordance with the evaluation criteria shown herein.

The panel members will meet to tally and average scores for each SOQ, then the submittals will be ranked based on the scores. Based on the rankings, the County of Glenn will establish a shortlist and interview the top firms on this list, if the County determines a need for interviews. The successful Consultant will be subject to verification of non-fraud and for listing on the debarred Contractors/Consultants list, per federal funding requirements.

This Request for Qualifications does not commit the County of Glenn to award a contract, to pay any costs incurred in the preparation of a SOQ for this request, or to procure or contract for services. The County of Glenn reserves the right to accept or reject any or all submittals received as a result of this request, to negotiate with any qualified firm, or to modify or cancel in part or in its entirety the Request for Qualifications if it is in the best interest of the County of Glenn to do so.

All products used or developed in the execution of any contract resulting from this Request for Qualifications will remain in the public domain at the completion of the contract.

Upon approval of the selected Consultant by the County of Glenn and an agreement of a mutually acceptable price, a written Agreement will be prepared, executed by the Consultant, and reviewed by the County of Glenn for approval and execution. The Consultant will begin work immediately upon receipt of the Notice to Proceed by the County of Glenn.

REQUEST FOR QUALIFICATIONS

Following the submittal of an SOQ, it may be withdrawn or modified by written request of the submitter. However, the modified SOQ must be received prior to the submittal deadline, as shown in the Schedule of Work below. Statement of Qualifications received after the submittal deadline will not be considered and will be returned to the submitter.

Unsigned SOQs, or SOQs signed by an individual not authorized to bind the prospective Consultant will be rejected.

METHOD OF PAYMENT

Contract payments will be made on the basis of satisfactory performance by the Consultant as determined by the County. Final payment to the Consultant will only be made when the County finds that the work performed by the Consultant is satisfactory and the final work product and documents submitted meet the tasks of the project and is accepted by the County.

1. Actual Cost-Plus-Fixed Fee

The Consultant is reimbursed for actual costs incurred and receives an additional predetermined amount as a fixed fee (profit) up to a maximum not-to-exceed contract amount. Federal regulations require that profit be separately negotiated from contract costs. The determination of the amount of the fixed fee shall take into account the size, complexity, duration, and degree of risk involved in the work. The fixed fee is not adjustable during the life of the contract. The fixed fee dollar amount must be clearly stated in the contract.

2. Specified Rates of Compensation

The Consultant is paid at an agreed and supported specific fixed hourly, daily, weekly or monthly rate, for each class of employee engaged directly in the work up to a maximum not-to-exceed contract amount. Such rates of pay include the Consultant's estimated costs and net fee (profit). Federal regulations require that profit be separately negotiated from contract costs. The specific rates of compensation, except for an individual acting as a sole proprietor, are to include an hourly breakdown, direct salary costs, fringe benefits, indirect costs, and net fee. Other direct costs may be included, such as travel and equipment rentals, if not already captured in the indirect cost rate.

AUDIT AND REVIEW PROCESS

State and federal requirements as well as specific contract requirements serve as the standards for audits and reviews performed. The local agencies, Consultants, and Subconsultants are responsible for complying with state, federal, and specific contract requirements. The County reserves the right to audit any contract. Applicable standards include, but are not limited to:

- Project Program Supplemental Agreements;
- 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts;
- 48 CFR, Federal Acquisitions Regulation Systems (FAR), Chapter 1 FAR, Part 31- Contract Cost Principles and Procedures;

REQUEST FOR QUALIFICATIONS

- 48 CFR, Chapter 99 – Cost Accounting Standards, Subpart 9900;
- 49 CFR, Transportation, Subtitle A, Office of the Secretary of Transportation, Volume 1, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government;
- 49 CFR, Part 18.20 – Standards for Financial Management Systems;
- 23 USC, Part 112 – Letting of Contracts;
- United States Government Accountability Office, Government Auditing Standards (GAS);
- Proposed contract terms and conditions.

Contracts shall not be awarded to a Consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18 and 48 CFR Part 31.

DISPUTE RESOLUTION

Should any Consultant dispute the County of Glenn's determinations and findings during the One-Step RFQ process, such Consultant shall give the County written notice of the matter in dispute within five (5) days of Consultant's first knowledge of the decision or determination. The Consultant shall thereafter, within ten (10) days of Consultant's first knowledge of the County's decision or determination in dispute, provide the County with a complete and comprehensive "Statement of Dispute" that discusses all the reasons why the Consultant disputes the County of Glenn's determination or decision and submit all documentary evidence relied on by the Consultant. The Statement of Dispute must meet the following conditions and requirements:

1. Provide a complete statement of the factual and legal basis for the protest.
2. Refer to the specific portions of the RFQ which form the basis for the protest, and all documentary evidence relied upon.
3. Include the name, address, and telephone number of the person representing the protesting party.
4. The party filing the Statement of Dispute must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest, which may be adversely affected by the outcome of the protest. Such parties shall include all other Consultants, who shall have seven (7) calendar days to respond to the Statement of Dispute.
5. The Statement of Dispute must be submitted to the Glenn County Public Works Department, Attn: Talia Richardson, P.O. Box 1070 Willows, CA 95988. The County will review the Statement of Dispute, and may elect to hold an administrative hearing thereon, and may request Consultant to produce further evidence as the County deems material to a decision on the issue, after which time, the County will issue a determination which shall be final. The procedure and time limits set forth in this paragraph are mandatory and are the Consultant's sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings.

REQUEST FOR QUALIFICATIONS

SCHEDULE OF WORK

An anticipated selection process schedule is shown below.

No.	Item of Work	Date
1	RFQ Release	12/22/2021
2	Deadline for submission of written questions	1/10/2022
3	SOQ due	1/28/2022
4	Evaluation of SOQs	Week of January 31
5	Interviews/Negotiations	Week of February 7
6	Board of Supervisors approval of selected Consultant	3/1/2022
7	Notice of Contract award	3/2/2022

ADDITIONAL INFORMATION

The County of Glenn is an Equal Opportunity Employer (EOE) and Disadvantaged Business Enterprises are encouraged to participate.

For additional Statement of Qualifications submittal or technical information, please contact Talia Richardson at (530) 934-6530.

Sincerely,

Talia Richardson
Interim Director of Public Works

REQUEST FOR QUALIFICATIONS

ATTACHMENT A – FEDERAL CONTRACT LANGUAGE

REQUEST FOR QUALIFICATIONS

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, 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 Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor 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.

REQUEST FOR QUALIFICATIONS

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

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

Timetables

Goals for minority participation for each trade: **17.8%**

Goals for female participation in each trade: **6.9%**

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

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

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

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

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the [*Consultant*] or its 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.

Owner will provide [*Consultant*] written notice that describes the nature of the breach and corrective actions the [*Consultant*] must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the [*Consultant*] must correct the breach. Owner may proceed with termination of the contract if the [*Consultant*] fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Title VI Solicitation Notice:

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

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*)

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor 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 Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than FOURTEEN days from the receipt of each payment the prime contractor receives from GLENN COUNTY. The prime contractor agrees further to return retainage payments to each subcontractor within FOURTEEN 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 GLENN COUNTY. This clause applies to both DBE and non-DBE subcontractors.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 *et seq.*).

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

CERTIFICATION REGARDING FEDERAL FAIR LABOR STANDARD ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [*Consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*Consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

CERTIFICATION REGARDING LOBBYING

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

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

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

CERTIFICATION REGARDING OCCUPATIONAL SAFETY AND HEALTH ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is is not is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TERMINATION FOR CONVENIENCE

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR DEFAULT

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

ATTACHMENT B – SAMPLE CONTRACT

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into this _____ day of _____, 20____, by and between Glenn County, a political subdivision of the State of California ("County"), and *Consultant Name*. ("Consultant").

RECITALS:

A. County has determined that it is desirable to retain Consultant to provide *brief description of services to be provided*; and

B. Consultant represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and

C. Consultant represents and warrants that Consultant is an independently established business entity formed as a *[sole proprietorship, partnership, limited liability company, limited liability partnership, or corporation]*, that customarily provides services of the same nature as the services provided for County under this Agreement; and

D. Consultant represents and warrants that Consultant advertises these services to and contracts with entities other than County; and

E. Consultant represents and warrants that Consultant maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement; and

F. The County desires to retain Consultant to perform the proposed services.

County and Consultant agrees as follows:

AGREEMENT:

1. Scope of Services. Pursuant to Government Code Section 31000, County retains Consultant to perform all the professional services described in Exhibit "A" which is attached hereto and incorporated herein by this reference which shall include *Briefly Describe Services to be Provided*. ("Services"). The specific services to be provided shall be identified in Task Orders which shall be submitted to Consultant for approval from time to time during the term of the Agreement. Consultant shall have thirty (30) days after receipt within which to accept or reject the Task Order. Acceptance of a Task Order shall be evidenced by Consultant signing and returning the Task Order to County. Such acceptance shall be deemed an amendment under Paragraph 24 of this Agreement.

2. Term.

A. This AGREEMENT shall go into effect on (DATE), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on (DATE), unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

3. Compensation.

A. The total amount payable under this Agreement shall not exceed the sum of *Dollar Amount in Words (\$XX,XXX.XX)* during the term of the Agreement. The County shall make no payment to Consultant in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement. Notwithstanding the foregoing, it is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered by this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any further amounts whatsoever to Consultant or furnish any other consideration under this Agreement and Consultant shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Consultant to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth herein are required by Article XVI, section 18 of the California Constitution. Consultant acknowledges and agrees that Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

B. County shall compensate Consultant for the services described in Paragraph 1 on a Time and Materials basis at the rates set forth in Section 4 of Exhibit A.

C. Each Task Order shall be in the form set forth in Exhibit "B" attached hereto and incorporated herein by this reference and shall contain a not-to-exceed amount for the services described therein. Consultant shall not perform out-of-scope or out-of-budget work without County's prior written approval. In no event shall the

cumulative amount of all Task Orders exceed the amount of *Dollar Amount in Words (\$XX,XXX.XX)* dollars unless approved by the Glenn County Board of Supervisors.

D. To the extent that Consultant is entitled to reimbursement for travel, meals, and lodging, such reimbursement shall be subject to the prior approval of the *Department Head Entering Into the Agreement* or authorized deputy and shall be reimbursed in accordance with the County's Reimbursement For Expenses policy set forth in Chapter 7.02 of The Book of Administrative Policies and Procedures of the County of Glenn.

E. Consultant agrees to testify at County's request if litigation is brought against County in connection with Consultant's work. Unless the action is brought by Consultant or is based upon Consultant's negligence or intentional tortious conduct, County will compensate Consultant for the testimony at Consultant's hourly rate as provided in Section 4 of Exhibit "A".

4. Invoice and Payments. Consultant shall submit invoices for services rendered during the preceding month. Consultant shall attach to each invoice documentation for the hours charged (if applicable) and the documentation shall include an itemized narrative of work completed during the period billed. The County shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

5. Notice. Any invoices, notices, or other documents required to be given under this Agreement shall be delivered either personally, by first-class postage pre-paid U.S. Mail, or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

If to the County:

*Department Head
Department Name
Address
Willows, California 95988
Telephone: (530) XXX-XXXX*

If to Consultant:

*Consultant Name
Consultant Company
Address
Address
Telephone:*

Notice shall be effective upon receipt.

6. Independent Contractor.

A. It is understood and agreed, and is the intention of the parties hereto, that Consultant is an independent contractor, and not the employee or agent of County for any purpose whatsoever. County shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by Consultant herein. Consultant shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. Consultant shall have no claim under this Agreement or otherwise against County for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that County shall not withhold from Consultant's compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Consultant is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for itself and for its employees, agents, and subcontractors who might render services in connection with this Agreement. The Consultant shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

B. In the event that the Consultant's activities under this Agreement, or any of them, are found by any state or federal agency to be those of an employee rather than an independent contractor, Consultant agrees to indemnify County and hold County harmless for any damages, costs, or taxes imposed upon it pursuant to the Internal Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which County may be assessed by such state or federal agency for failing to withhold from the compensation paid to Consultant under this Agreement any amount which may have been required to be withheld by law.

C. In the event that the Consultant's activities under this Agreement, or any of them, are found by the California Public Employee's Retirement System (CalPERS) to be those of an employee rather than an independent contractor, Consultant shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, contributions, arrears, interest, damages, penalties, expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the Services provided under this Agreement.

7. Authority of Consultant. It is understood that Consultant is to provide information, research, advice, recommendations, and consultation services to the County. Consultant shall possess no authority with respect to any County decision. The County is responsible for and shall make all governmental decisions related to work of Consultant.

8. Subcontracting and Assignment. Consultant shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of County.

9. Ownership of Work Product. All technical data, evaluations, calculations, plans, drawings, details, specifications, estimates, reports, documents, or other work product of Consultant, in both paper and original electronic program forms, shall become the property of the County as they are produced and shall be delivered to the County upon completion of services. Consultant may retain copies for its files and internal use, however, Consultant shall not disclose any of the work products of this Agreement to any third party, person, or entity, without prior written consent of the County. Upon reasonable notice, County representatives shall have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement.

10. Indemnification. To the fullest extent permitted by law, Consultant shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, it's officers, employees, and agents, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of Consultant or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). To the extent there is an obligation to indemnify under this paragraph; Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

11. Insurance.

A. Insurance Requirements. Without limiting Consultant's indemnification of the County, Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from, or be in connection with, the performance of the work hereunder by Consultant, Consultant's agents, representatives, employees, and sub-consultants. At the very least, Consultant shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

The agency responsible for administering this Agreement is also responsible for enforcing insurance requirements described below. This includes securing certificates of insurance before work under this Agreement is begun. Consultant shall furnish to the County certificates of insurance. All certificates of insurance to be received and approved by the County before work under this Agreement has begun. The

County reserves the right to require complete, certified copies of all insurance policies required by this Agreement. Consultant agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, and reduces in coverage or policy limits the insurance coverages described herein.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the Contractor shall reduce or eliminate such deductibles or self-insured retentions, with respect to the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses. Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through the United States domiciled carrier that meets the required Best's rating and that is listed in the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance. However, Workers' Compensation coverage issued by the State Compensation Insurance Fund (SCIF) shall be acceptable.

B. Insurance Required:

(i) General liability: At least \$1,000,000 combined single limit per occurrence coverage for bodily injury, personal injury and property damage. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required per occurrence limit. The Consultant or Consultant's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.

(ii) Automobile Liability: At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the Consultant to fulfill the requirements of this Agreement, and coverage shall be provided for "any auto", code 1 as listed on the Acord form "Certificate of Insurance."

(iii) Workers' Compensation and Employer's Liability: Workers' Compensation insurance up to statutory limits and Employer Liability insurance with policy limits of at least \$1,000,000 for bodily injury or disease.

(iv) Professional Liability Insurance: Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 per occurrence or \$1,000,000 on a claims-made basis. However, if coverage is written on a claims-made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

Such insurance shall include Glenn County, its elected officials, officers, and employees as an additional insured, and shall not be reduced or canceled without 30 days written prior notice delivered to County. Consultant shall provide County with a certificate of insurance as evidence of insurance protection provided. Insurance certificates provided by any insurance company or underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company," or similar language. If Consultant has employees, he/she shall obtain and maintain continuously Workers' Compensation Insurance to cover Consultant and Consultant's employees and partners.

All endorsements are to be received and approved by the County of Glenn before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

Unless otherwise agreed by the parties, Consultant shall cause all of its Subcontractors to maintain the insurance coverages specified in this Insurance section and name Consultant as an additional insured on all such coverages. Evidence thereof shall be furnished as County may reasonably request.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Consultant.

12. Professional Services.

A. All work performed under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and any subcontractors are engaged.

B. Consultant represents and warrants that it is professionally qualified to perform the services described herein; acknowledges that County is relying upon Consultant's qualifications to perform these services in a professional manner; and agrees that County's full or partial acceptance of any work does not release Consultant from its obligation to perform the services in accordance with this Agreement unless County expressly agrees otherwise in writing.

C. Consultant shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in Paragraph 3 may be reduced to account for such nonperformance.

13. Responsibility of Consultant.

A. Consultant shall be solely responsible for the quality and accuracy of its work and the work of its consultants performed in connection with this Agreement. Any

review, approval, or concurrence therewith by the County shall not be deemed to constitute acceptance or waiver by the County of any error or omission as to such work.

B. Consultant shall coordinate the activities of all sub-consultants and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. County shall promptly notify Consultant of any defect in Consultant's performance.

14. Audit. The following audit requirements apply from the effective date of this Agreement until three years after County's final payment:

A. Consultant shall allow County's authorized representatives' reasonable access during normal business hours to inspect, audit, and copy Consultant's records as needed to evaluate and verify any invoices, payments, and claims that Consultant submits to County or that any payee of Consultant submits to Consultant in connection with this Agreement. 'Records' includes, but is not limited to, correspondence, accounting records, sub-consultant files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

B. County and Consultant shall be subject to the examination and audit of the State Auditor, at the request of County or as part of any audit of County. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

This section shall survive the expiration or termination of this Agreement.

15. Publication of Documents and Data. Consultant may not publish or disclose to any third party any information obtained in connection with services rendered under this Agreement without the prior written consent of the County. Notwithstanding the forgoing, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this agreement, shall not be construed as publication in derogation of the rights of either the County or Consultant.

16. Employment Practices. Consultant, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.

17. Termination. Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other party. Agreements exceeding the monetary limits delegated to the Purchasing Agent, or any authorized deputy, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Agreement was executed for the County by the Purchasing Agent, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds fifty-thousand dollars (\$50,000). If this Agreement was executed by an authorized assistant or deputy Purchasing Agent, this Agreement shall automatically terminate on the date

that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount delegated to that assistant or deputy by the County Purchasing Agent.

18. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Glenn.

19. Compliance With Law. Consultant shall comply with all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders, including but not limited to those concerning equal opportunity and non-discrimination.

20. Prevailing Wages.

A. Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to Contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

B. Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no Contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Codes section 1771.1(a)).

C. Contractor acknowledges that no Contractor or subcontractor may be awarded a contract for public works on a public works project (awarded on or after

April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

D. If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

21. Conflict With Laws or Regulations/Severability. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the agreement shall continue in full force and effect.

22. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.

23. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

24. Amendments. Any amendments to this Agreement shall be in writing and executed by both parties.

25. Entire Agreement. This Agreement, constitutes the entire Agreement between the parties for the provision of services to County by Consultant and supersedes all prior oral and written agreements and communications.

26. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

27. Construction. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

28. Counterparts/Electronic, Facsimile, and PDF Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

COUNTY OF GLENN

CONSULTANT

By: _____
Name of Department Head
Name of Department

By: _____
Name of Consultant
Name of Company

APPROVED AS TO FORM:

By: _____
William J. Vanasek
County Counsel, Glenn County

Exhibits:
Exhibit A – Proposal
Exhibit B – Task Order Form
Exhibit C – Request for Qualifications

EXHIBIT A
PROPOSAL

EXHIBIT B

TASK ORDER
No.

In accordance with the Independent Contractor Agreement between Glenn County, a political subdivision of the State of California ("County"), and *Name of Consultant* ("Consultant") dated _____, 20__, Consultant agrees to complete the scope of work defined below according to the schedule and budget defined herein. The Independent Contractor Agreement between Glenn County and *Name of Consultant* dated _____, 20__, is incorporated herein by this reference.

SCOPE OF WORK:

Consultant shall provide the following professional services:

BUDGET:

The cost for Consultant's services described herein shall not exceed \$_____. If this amount causes the total aggregate amount of all Task Orders issued under this Agreement to exceed *Amount in Words (\$XX,XXX.XX)* dollars, this Task Order shall be void as to any amount over *Amount in Words (\$XX,XXX.XX)* dollars unless authorized by the Glenn County Board of Supervisors.

COMPENSATION:

Compensation shall be in accordance with the provisions of the Independent Contractor Agreement between Glenn County and *Name of Consultant* dated _____, 20__, and the fee schedule attached thereto as Exhibit "A".

The compensation limit for services performed under this task order shall not exceed the budget amount set forth above. If additional funds are required to complete the services defined herein beyond this limit, Consultant shall notify County in writing prior to reaching the authorized limit and will not proceed with work in excess of the limit without the prior written approval of County.

SCHEDULE:

All work described herein shall be completed and, if applicable, delivered to the County by the following date:

INSURANCE:

Consultant confirms that the insurance coverage required by the Independent Contractor Agreement between Glenn County and *Name of Consultant* dated April 2, 2019, is still in full force and effect.

COUNTY OF GLENN

CONSULTANT

By: _____
Name of Department Head
Name of Department

By: _____
Name of Consultant
Name of Company

Date: _____

Date: _____

EXHIBIT C
REQUEST FOR QUALIFICATIONS

Glenn County Airports Fuel Pricing Policy

PROCEDURE:

1. BACKGROUND

- a. Avfuel Corporation is the fuel service provider for the Glenn County Airport as of October 1, 2019, the contract ends October 21, 2024. Avfuel pricing is emailed weekly to the Airport and determined as follows:
 - i. Avgas 100LL: The formula for aviation gasoline is the weekly average of Platt's Los Angeles Premium Unleaded plus a per gallon differential markup set by Avfuel. This differential is a rack price and includes freight. The Platt's average price is calculated each Monday (or Tuesday when Monday is a holiday) for the previous week (Monday-Friday-published trading days only) and effective the following Tuesday through Monday period.
- b. State fuel tax rates are located on the California Department of Tax and Fee Administration (CDFTA) website <https://www.cdtfa.ca.gov/taxes-and-fees/sales-tax-rates-for-fuels.htm>
- c. Federal fuel tax rates are a function of the Internal Revenue Service (IRS) and covered in Publication 510 <https://www.irs.gov/pub/irs-pdf/p510.pdf>.
- d. The Airport Site Worker tracks fuel inventories and fuel costs in the Fuel workbook by keeping a log of the quantity of fuel purchased in gallons and the cost of those gallons; and the quantity of gallons sold and the price at which gallons were sold.

2. FUEL SALE PRICES

- a. Airport fuel sale prices are comprised of:
 - i. Base Price which is the cost of fuel purchased from the fuel service provider including state and federal taxes.
 1. 100LL Aviation Gas
 2. CA Aviation Tax
 3. CA Spill Fee
 4. Federal Excise Tax
 5. Superfund/Oil Spill Fee
 6. Delivery Fee
- b. Target Margin which is the minimum guideline for establishing fuel sale prices and is:
 - i. Adjusted annually during the budget season for the upcoming fiscal year.
 - ii. Influenced by both direct and indirect expenses and should be set to recover the full cost of service.
 1. Indirect costs are those costs incurred for a common or joint purpose, benefiting more than one program in a department, and are not directly assignable to a particular program without efforts disproportionate to the level of cost allocation achieved. Indirect costs include overhead costs such as: utilities, rent, administrative staff, and equipment.
 2. Direct costs are those for activities or services that benefit specific projects, e.g., salaries for project staff and materials required for a particular project. Bank charges and other costs of processing payments including credit card processing fees online and over the counter are

considered eligible costs and are included as costs in setting the target margin.

- c. Markup which is the amount the base price is increased and is influenced by the year-to-date profit margin and the per gallon rate needed in order to maintain the budgeted target margin.
- d. 2021-2022 Target Margin is 20%

3. ADJUSTING FUEL SALE PRICES

- a. The Airport Site Worker analyzes fuel inventories, cost of goods sold, year to date profit margin in relation to target margin and determines if a fuel sale price adjustment is needed.
- b. In order to remain competitive with nearby airports the Airport Site Worker monitors fuel prices of nearby airports by entering 'WLW' and 'O37' in the AirNAV.com search field located at: <http://www.airnav.com/fuel/local.html>
- c. The search returns pricing results for airports within a 100 mile radius
- d. If the airport is maintaining the budgeted target margin while staying competitive then a price adjustment is not necessary.
- e. If the airport's profit margin is lower than the budgeted target margin than a price increase is necessary and the amount of the increase depends on the gap between actual margin and target margin; as well, as the average market price.
- f. If the airport's profit margin exceeds the target margin then the price may be lowered or remain unchanged depending on the average market price.
- g. Effective fuel sale prices are updated/published by the Airport Site Worker on:
 - i. The Fuel Price spreadsheet
 - ii. The Avfuel hub where credit card fuel sales are processed.
 - iii. QTPod Siteminder which transmits pricing to the self-serve fuel terminals.
 - iv. Airport Website
 - v. Global Air - <https://www.globalair.com/login.aspx>
 - vi. AirNAV - <https://www.airnav.com/fuel/local.html>
 - vii. iFlightplanner - <https://www.iflightplanner.com/>