

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

228



FROM: Economic Development Agency

SUBMITTAL DATE:
September 16, 2010

SUBJECT: Hemet-Ryan Airport Runway Apron Rehabilitation Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the bid documents for the Apron Rehabilitation Project; and
2. Authorize the Clerk of the Board to advertise for bids for the Hemet-Ryan Airport Runway Apron Rehabilitation Project.

BACKGROUND: The purpose of the project is to rehabilitate the existing apron and taxiway at the Hemet-Ryan Airport. This project is consistent with the airport's master plan. Specific improvements will include applying an asphalt rejuvenating seal to tie-down and apron areas, and reapplying airfield markings to keep current within the general aviation facilities guidelines. The Federal Aviation Administration (FAA) will review and approve the contract documents. The project will be funded with FAA Airport Improvement Program (AIP) grants and Aviation Division Capital Improvement Funds. There will be no impact upon the County's General Fund.

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant Funds and Aviation Division Capital Improvement Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY: Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE: 9/16/10

Policy
 Consent
 Policy
 Consent
 Dep't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: N/A District: 3 Agenda Number:

RF:LB:CC:CD:KS 10347 ATTACHMENTS FILED WITH THE CLERK OF THE BOARD
RA:EDCOMAIRPORTSIHEMET RYAN Apron Rehabilitation Project 081010 AP: Apron Rehab F11-0810 A bid.doc

3.36



GRANT AGREEMENT

U. S. Department of Transportation
Federal Aviation Administration

Date of Offer: AUG - 5 2010
Project Number: 3-06-0104-011-2010

Recipient: **County of Riverside** (Herein called "Sponsor")
Airport: **Hemet-Ryan Airport**

OFFER

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share, ninety five percent (95%) of the allowable costs incurred in accomplishing the project consisting of the following:

"Rehab Apron (approx. 250,000 square feet)"

as more particularly described in the Project Application dated 03/09/2010

The maximum obligation of the United States payable under this Offer is \$0 for noise program implementation, \$0 for land, and \$0 for planning

This offer is made in accordance with and for the purpose of carrying out Title 49, United States Code, herein called Title 49 U.S.C. Acceptance and execution of this offer is provided by Title 49 U.S.C., constituting the contractual obligation of the United States and the Sponsor.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Ruben C. ...
Acting Manager, ...

For scanning only!

...
Airports District Office

SPECIAL CONDITIONS

Terms and Conditions Signed and Dated on 03/08/2010

Please note that this grant offer may be funded all or in part, with funds from the Small Airport Fund.

ACCEPTANCE

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein, in the Project Application, and in the November 2008 "Terms and Conditions of Accepting Airport Improvement Program Grants" signed on 03/08/2010.

Executed this 9 day of AUGUST, 2010

Signature of Sponsor's Designated Official Representative
ASSISTANT DIRECTOR CTA AVIATION
Title

(Seal)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, NEAL KIPNIO Deputy County Counsel, acting as Attorney for the Sponsor do hereby certify: That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of California. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and Title 49 U.S.C. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Signature of Sponsor's Attorney

Executed this 10 day of Aug, 2010

ATTACHMENT A: SPECIAL CONDITIONS

1. The sponsor agrees to perform the following:
 - (a) Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:
 - (1) The name of the person representing the sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
 - (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
 - (3) Procedures for determining that testing laboratories meet the requirements of the American Society of Testing Materials standards on laboratory evaluation referenced in the contract specifications (D3666, C1077).
 - (4) Qualifications of engineering supervision and construction inspection personnel.
 - (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
 - (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, that the proper corrective actions, where necessary, are undertaken.
 - (b) Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or did not meet the applicable test standard. The report shall include the pay reductions applied and reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.
 - (c) Failure to provide a complete report as described in paragraph (b), or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
 - (d) The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor tests results are inaccurate.
2. For a project to replace or reconstruct pavement at the airport, the sponsor shall implement an effective airport pavement maintenance management program as is required by the assurance in Section III.C.11 of the "Terms and Conditions of Accepting Airport Improvement Program Grants". The sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate, however, the program must, as a minimum, include the following:
 - (a) Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - (1) Location of all runways, taxiways, and aprons
 - (2) Dimensions
 - (3) Type of pavement
 - (4) Year of construction or most recent major rehabilitation

For compliance with the Airport Improvement Program assurances, pavements that have been constructed, reconstructed, or repaired with Federal financial assistance shall be so depicted.

(b) Inspection Schedule.

(1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, Guidelines and Procedures for Maintenance of Airport Pavements, the frequency of inspections may be extended to three years.

(2) Drive-by Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.

(c) Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below.

- (1) Inspection date
- (2) Location
- (3) Distress types
- (4) Maintenance scheduled or performed

For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

(d) Information Retrieval. An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.

(e) Reference. Refer to Advisory Circular 150/5380-6, Guidelines and Procedures for Maintenance of Airport Pavements, for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.

3. Construction Safety Plan:

It is understood and agreed by and between the parties hereto that the Sponsor shall develop a construction safety plan that is acceptable to the FAA for the airport construction project as described in the Project Application and that the United States will not make nor be obligated to make payments involving the aforesaid airport construction project until the Sponsor has submitted a construction safety plan that is acceptable to the FAA in and to said airport construction project (or any portion thereof for which grant payment is sought).

4. TRAFFICKING IN PERSONS:

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

5. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 13, 2010**, or such subsequent date as may be prescribed in writing by the FAA.