

***MONO COUNTY DEPARTMENT OF PUBLIC WORKS***

**REQUEST FOR QUALIFICATIONS**

**AIRPORT  
CONSULTING SERVICES  
MONO COUNTY, CALIFORNIA**



**April 2011**

## I. INTRODUCTION

This Request for Qualifications (RFQ) is soliciting submittals from qualified engineering firms which are able to complete the work identified in Section II to provide airport planning, environmental, engineering, design and construction management services for Mono County Department of Public Works (County). The objective of the County is to enter into a five-year contract with a qualified firm to provide consulting services for both Bryant Field and Lee Vining Airport.

## II. PROJECT DESCRIPTION

Mono County owns and operates Bryant Field (O57) in Bridgeport and Lee Vining Airport (O24) in Lee Vining. A location sketch is attached as Exhibit 1. Five-year airport capital improvement programs (ACIP) have been developed for both airports and submitted to the Federal Aviation Administration (FAA). The Bryant Field ACIP is included as Exhibit 2 and the Lee Vining Airport ACIP is included as Exhibit 3. In addition to consultant services needed to implement the ACIP, Mono County may need incidental consulting services associated with operation and management of the facilities.

The main components of the project are:

- Preparation of necessary applications and documentation for FAA Airport Improvement Program (AIP) and California Aeronautics Division grant processing.
- Planning, environmental, engineering, design and construction management services for current and anticipated capital improvement projects. See attached ACIP for both Mono County airports.
- Other miscellaneous airport planning, engineering, and consulting support services as may be required from time to time by the County. These consultant services may include assisting the County in discussions with the FAA or Caltrans Aeronautics Division regarding the work program, grant requirements and project documentation.

## III. SUBMITTAL REQUIREMENTS

**A. Submittal:** Qualified civil engineering firms are invited to submit Statements of Qualifications (SOQ) on this project. Submittals shall be thorough and concise. The SOQ should address the elements specified herein and be presented in the following format:

1. **Introduction:** Introduce your firm and include a statement of your interest in and understanding of the work. Provide the firm mailing address, telephone number, and the name of an individual to contact if further information is desired.
2. **Project Team:** The qualifications of the firm and of each of the key individuals who will be working on the project must be provided. Include a history of the firm, references, letters of recommendation, and a list of similar projects completed by all members of the Project Team.
3. **Work Plan:** The work plan should be consistent with and incorporate project components identified in this RFQ. It should include the following elements:
  - a. Description of the technical approach and methodology to be used to provide the required services.
  - b. Identification of any supplemental tasks deemed necessary and recommendations of any alternatives that may enhance the project, reduce costs or speed delivery.
  - c. Proposed project schedule, including major tasks and target completion dates.

- d. Current workload and availability of the project team to complete the work in the desired time frame.
  - e. Any other information that is considered pertinent.
4. **References:** The submittal should include a minimum of three references for whom the consultant has previously performed similar work, including company name, reference name, title, address, phone number, email address and a short description of the associated work performed.
  5. **Conflict of Interest:** The prospective consultant shall disclose any financial, business or other relationship with the County that may have an impact upon the outcome of the selection process of this project.

**B. Signature:** A letter accompanying the SOQ shall provide the following: name, title, address and telephone number of individuals with the authority to negotiate and contractually bind the company.

**C. Small and Minority Firms:** Consistent with 49 CFR parts 18 and 26, the County seeks to include small and minority firms whenever possible. DBE firms are encouraged to submit an SOQ directly or as a subconsultant.

**D. Fees:** Please note that a detailed cost proposal is not being requested at this time. Final consultant fees will be determined through negotiations with the selected firm.

#### IV. CONSULTANT SELECTION

**A. Submittal Review:** Each submittal will be reviewed to determine if it meets the requirements contained in Section III., "Submittal Requirements."

**B. Submittal Evaluation and Award:** An evaluation committee will evaluate the submitted SOQs based on the following criteria and values:

<i>Item</i>	<i>Selection Criteria</i>	<i>Value</i>
1	Recent experience in airport projects comparable to the proposed tasks	20 pts
2	Key personnel's professional qualifications and experience	10 pts
3	Key personnel's knowledge of FAA regulations, policies and procedures	20 pts
4	Demonstrated capability to complete projects without having major cost escalations or overruns	10 pts
5	Demonstrated ability to meet schedules or deadlines	10 pts
6	Qualifications and experience of outside consultants regularly engaged by the consultant	10 pts
7	Demonstrated understanding of the project's potential problems and sponsor's special concerns	10 pts
8	Familiarity with and proximity to the geographic locations of the project	10 pts

The evaluation committee will conduct oral interviews of the "short listed" top firms selected from the initial evaluation. The proposed contract will then be negotiated between the County and the firm deemed the most qualified.

If agreement is reached, a contract with the consultant deemed most qualified will be recommended for award by the Mono County Board of Supervisors. If there are unresolved issues and negotiations are unsuccessful, negotiations with the first-ranked firm will be formally terminated and negotiations will be entered into with the next, most-qualified consultant. The prospective consultant is advised that should this RFQ result in recommendation for award of contract, the contract will not be in force until it is approved and fully-executed by the County.

It is the intent of Mono County to have the selected consulting firm begin work airport projects on or about June 8, 2011. Payment under any contract resulting from this RFQ will be consistent with the contract agreement, a sample copy of which is attached as Exhibit 4. Any contract awarded as a result of this RFQ will be awarded without discrimination based on race, color, religion, sex, sexual orientation, or national origin.

**C. Performance of Work:** Consulting services shall be procured and performed in accordance with FAA Advisory Circular 150/5100-14, as amended. Advisory Circulars are available for prospective consultant's review at [http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/).

The Consultant work will be accomplished over the course of several grant projects to be completed over the next five years. While the contract may be awarded, a Scope of Work and corresponding fees must be negotiated and approved for each project. Interested consultants should note that reimbursement will be made on a time-and-materials basis. A sample Scope of Work letter is included in the sample agreement attached.

## V. GENERAL INFORMATION

**A. Submittal:** To be considered, the consultant's Statement of Qualifications must be submitted to Mono County Department of Public Works by **4:00 pm on Wednesday, May 11, 2011**. Submittals made by e-mail will be accepted, provided the required three hard-copies are received before Wednesday, May 18, 2011. Due to its remote location, overnight delivery to Bridgeport by USPS, UPS, FedEx, and other carriers is actually scheduled as a two-day delivery. Submittals are addressed as follows:

Kelly Garcia, Assistant Director  
Mono County Department of Public Works  
Post Office Box 457  
74 North School Street  
Bridgeport, CA 93517  
[kgarcia@mono.ca.gov](mailto:kgarcia@mono.ca.gov)

**B. Late Submittals:** Submittals received after the specified time may not be considered.

**C. Modification or Withdrawal of Submittals:** Any SOQ received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the consultant prior to the submittal deadline.

**D. Property Rights:** SOQs received become the property of the County and all rights to the contents therein become those of the County.

**E. Confidentiality:** Before award of the contract, all submittals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract (or if not awarded, after rejection of all submittals), all responses will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the submittals confidential will be regarded as non-effective and will be disregarded.

**F. Amendments to Request for Qualifications:** The County reserves the right to amend this RFQ by addendum before the final submittal date.

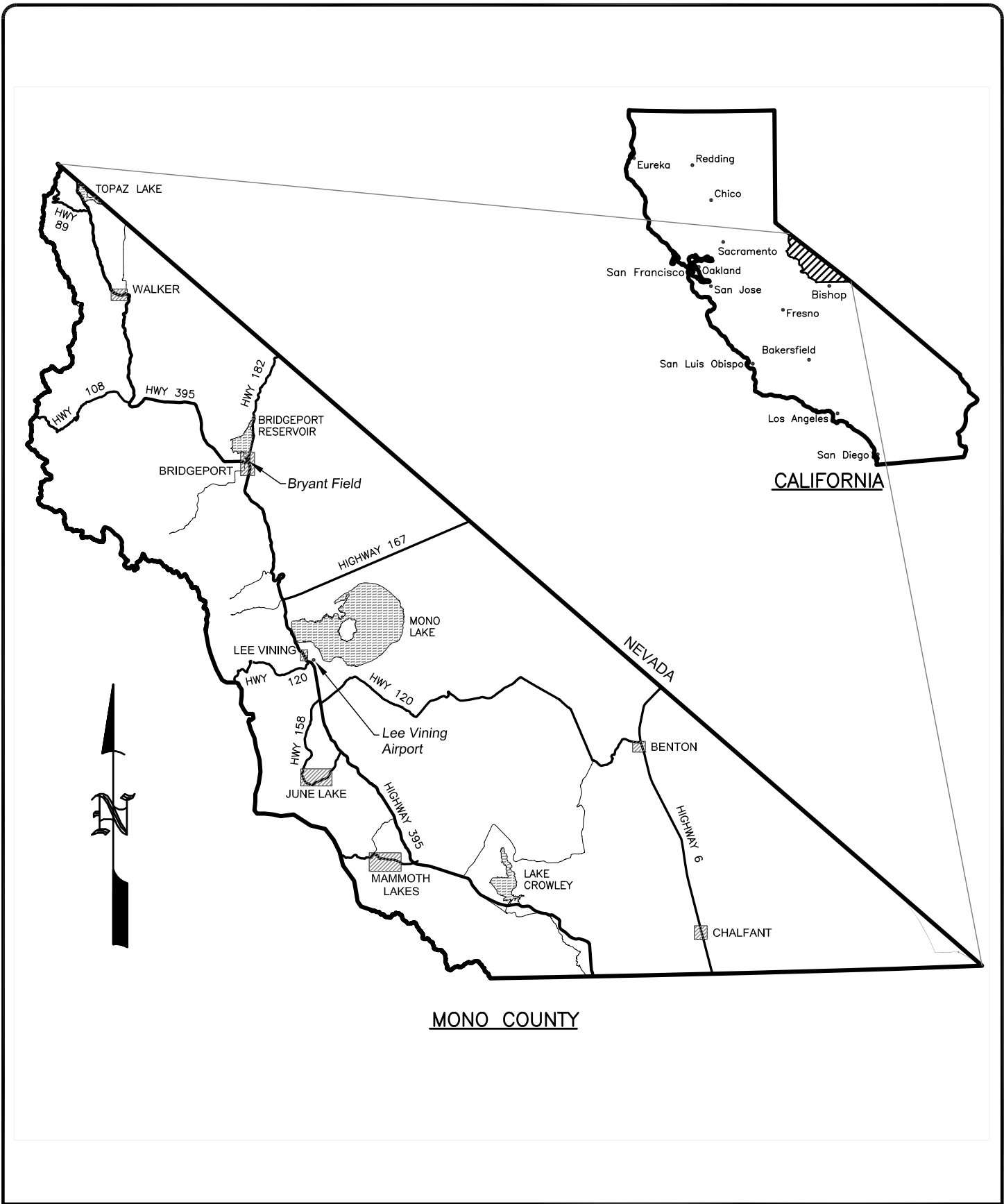
**G. Non-Commitment:** This RFQ does not commit the County to award the contract, to pay any costs incurred in preparation for this request, or to procure or contract for services. The County reserves the right to accept or reject any or all submittals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the RFQ if it is in the best interests of the County to do so.

**H. Inquires:** Inquires concerning this RFQ should be directed to:

Kelly Garcia  
Mono County Public Works Department  
(760) 932-5446  
kgarcia@mono.ca.gov

Attachments:

- Exhibit 1 – Location Sketch
- Exhibit 2 – Bryant Field ACIP
- Exhibit 3 – Lee Vining Airport ACIP
- Exhibit 4 – Sample Agreement



MONO COUNTY

MONO COUNTY PUBLIC WORKS DEPARTMENT

Date: 05.04.10  
 Drawn By: \_\_\_\_\_  
 Checked By: \_\_\_\_\_  
 Approved By: \_\_\_\_\_

Rev.#	Date	Revision

COUNTY OPERATED  
 AIRPORTS  
 Mono County, California

LOCATION SKETCH

Exhibit

1

## AIRPORT CAPITAL IMPROVEMENT PROGRAM

FISCAL YEARS 2012-2016

AIRPORT NAME: BRYANT FIELD

DATE: 04.22.11

SPONSOR: MONO COUNTY

NPIAS No. 06-0030

CITY & STATE: BRIDGEPORT, CALIFORNIA

FUNDING YEAR	PROJECT DESCRIPTION	FEDERAL SHARE	LOCAL SHARE	PROJECT TOTAL
<b>2011</b>	1 Rehabilitate Runway - Construction	\$1,111,500	\$58,500	\$1,170,000
<b>GRANT</b>	2 Rehabilitate Parallel Taxiway - Construction	304,000	16,000	320,000
	3 Construct Taxiway B Connector - Construction	66,500	3,500	70,000
	4 Medium Intensity Runway Lighting - Construction	380,000	20,000	400,000
	<b>TOTAL</b>	<b>\$1,862,000</b>	<b>\$98,000</b>	<b>\$1,960,000</b>
<b>2012</b>	5 Realign Stock Drive - Construction	294,500	15,500	310,000
	6 Perimeter Fencing w/ Automatic Gate - Construction	95,000	5,000	100,000
	<b>TOTAL</b>	<b>\$389,500</b>	<b>\$20,500</b>	<b>\$410,000</b>
<b>2013</b>	7 Electrical Improvements - PAPI & REIL - Construction	\$209,000	\$11,000	\$220,000
	<b>TOTAL</b>	<b>\$209,000</b>	<b>\$11,000</b>	<b>\$220,000</b>
<b>2014</b>	8 Airport Layout Drawings Update w/ Narrative	\$95,000	\$5,000	\$100,000
	<b>TOTAL</b>	<b>\$95,000</b>	<b>\$5,000</b>	<b>\$100,000</b>
<b>2015</b>	NONE	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>2016</b>	NONE	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>2012 - 2016 TOTAL</b>		<b>\$693,500</b>	<b>\$36,500</b>	<b>\$730,000</b>

## AIRPORT CAPITAL IMPROVEMENT PROGRAM

FISCAL YEARS 2012-2016

AIRPORT NAME: LEE VINING AIRPORT

DATE: 04.22.11

SPONSOR: MONO COUNTY

NPIAS No. 06-0119

CITY & STATE: LEE VINING, CALIFORNIA

FUNDING YEAR	PROJECT DESCRIPTION	FEDERAL SHARE	LOCAL SHARE	PROJECT TOTAL
<b>2011</b>	<b>DESIGN and CONSTRUCTION</b>			
<b>GRANT</b>	1 Airport Revegetation and Seeding	\$150,000	\$7,895	\$157,895
	<b>TOTAL</b>	<b>\$150,000</b>	<b>\$7,895</b>	<b>\$157,895</b>
<b>2012</b>	2 Update Airport Layout Drawings w/Narrative	\$114,000	\$6,000	\$120,000
	3 Airport Revegetation and Seeding Phase 2	\$36,000	\$1,895	\$37,895
	<b>TOTAL</b>	<b>\$150,000</b>	<b>\$7,895</b>	<b>\$157,895</b>
<b>2013</b>	<b>CONSTRUCTION</b>			
	4 AWOS, Apron Lighting, and Rotating Beacon	\$218,500	\$11,500	\$230,000
	<b>TOTAL</b>	<b>\$218,500</b>	<b>\$11,500</b>	<b>\$230,000</b>
<b>2014</b>	<b>DESIGN</b>			
	5 Parallel Taxiway to Runway 15/33	\$104,500	\$5,500	\$110,000
	6 Perimeter Fencing	23,750	1,250	25,000
	7 Construct 150'x400' Tiedown Apron	38,000	2,000	40,000
	8 Construct 265'x35' Hangar Taxilane	4,750	250	5,000
	<b>TOTAL</b>	<b>\$171,000</b>	<b>\$9,000</b>	<b>\$180,000</b>
<b>2015</b>	<b>CONSTRUCTION</b>			
	9 Parallel Taxiway to Runway 15/33 (4000'x35')	\$1,539,000	\$81,000	\$1,620,000
	10 Perimeter Fencing	380,000	20,000	400,000
	11 Construct 150'x400' Tiedown Apron	475,000	25,000	500,000
	12 Construct 265'x35' Hangar Taxilane	85,500	4,500	90,000
	<b>TOTAL</b>	<b>\$2,479,500</b>	<b>\$130,500</b>	<b>\$2,610,000</b>
<b>2016</b>	13 Provide 10,000 gallon AVGAS Self-Service Fuel Tank	\$237,500	\$12,500	\$250,000
	<b>TOTAL</b>	<b>\$237,500</b>	<b>\$12,500</b>	<b>\$250,000</b>
<b>2012 - 2016 TOTAL</b>		<b>\$3,256,500</b>	<b>\$171,395</b>	<b>\$3,427,895</b>

**AGREEMENT BETWEEN THE COUNTY OF MONO AND  
 \_\_\_\_\_  
 FOR THE PROVISION OF  
 AIRPORT CONSULTING SERVICES ON AN AS-NEEDED BASIS**

WHEREAS, the County of Mono, a political subdivision of the State of California (hereinafter referred to as “the County”), may from time-to-time have the need for the a services of [[Name(s)], [an] individual[s], doing business as] [ Consultant ] of [ City ], [ State ] (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

Contractor shall furnish the services, perform the work, and provide the associated materials and equipment for the County described in such Scope of Work Letters as are issued from time-to-time to Contractor by the Director of the Mono County Department of Public Works, or an authorized representative thereof, during the term of this Agreement; such Letters will be substantially in the form as shown in Attachment A and, in order to be binding on Contractor, must be signed by an authorized representative of Contractor. All such duly-issued and signed Scope of Work Letters are incorporated herein by reference.

All requests to Contractor for services and work to be performed under this Agreement shall be based upon the County’s need for such services or work. By this Agreement the County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if the County should have some need for such services or work during the term of this Agreement.

Services and work provided at the County’s request by Contractor under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those to which reference is made in this Agreement.

**2. TERM**

The term of this Agreement shall be from [ start date ], 2011 through [ end date], 2016, unless sooner terminated as provided below.

**3. CONSIDERATION**

**A. Compensation.**

The County shall pay Contractor in accordance with the provisions of the respective Scope of Work Letters issued to Contractor pursuant to this Agreement.

**B. Travel and Per Diem.**

Unless otherwise stated in a specific Scope of Work Letter (i.e., one issued for a specific project), Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by the County under this Agreement.

**C. No Additional Consideration.**

Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive from the County, any additional consideration, compensation, salary, wages, or other type of remuneration for services or work rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

**D. Limit Upon Amount Payable Under Agreement and Each Scope of Work Letter.**

Neither the total sum of all payments made by the County to Contractor for services and work performed under this Agreement, nor the total sum of all payments made by the County to Contractor for services or work performed pursuant to any specific Scope of Work Letter, shall exceed \$\_\_\_\_\_ (hereinafter referred to as "contract limit"). The County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

**E. Billing and Payment.**

Contractor shall submit to the County, on a monthly basis, separate itemized statements of all services and work described in each Scope of Work Letter which were done at the County's request. The statement to be submitted will cover the period from the first day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment at the conclusion of the services or work. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day; the statements shall also describe all requested reimbursement or payment for travel expenses and per diem, if such reimbursement is authorized in a Scope of Work Letter. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, the County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should the County determine the services or work have not been completed or performed as called for in the Scope of Work Letter and/or should Contractor produce an incorrect statement, the County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

**F. Federal and State Taxes.**

(1) Except as provided in subparagraph (2) below, the County will not withhold any federal or state income taxes or social security from any payments made by the County to Contractor under the terms and conditions of this Agreement.

(2) The County shall withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one-thousand four-hundred ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, the County has no obligation to withhold any taxes or payments from sums paid by the County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. The County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by the County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the State Franchise Tax Board

#### **4. WORK SCHEDULE**

Upon the County's issuance of a "Notice to Proceed" with respect to a specific Scope of Work Letter, Contractor's obligation is to perform, in a timely manner, the services and work identified in that Scope of Work Letter. It is understood by Contractor that its performance of those services and work will require a varied schedule. Contractor, in arranging its own schedule, will coordinate with the County to ensure that all services and work requested by the County will be performed within the time frame set forth in the Scope of Work Letter.

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS**

Any licenses, certificates, or permits which it is reasonably foreseeable will be required by federal, state, County, or municipal governments for Contractor to provide services and work pursuant to this Agreement must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this

Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, contractor's licenses, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide the County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services and work contemplated by this Agreement. If there is a disagreement between Contractor and the County as to what licenses, certificates, and permits are required to perform the services and work contemplated by this Agreement, the County reserves and shall have the right to make such determinations for purposes of this Agreement.

## **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services, and telephone service as is necessary for Contractor to provide the services and work identified contemplated by this Agreement. The County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. The costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

## **7. COUNTY PROPERTY**

### **A. Personal Property of the County.**

Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, etc., provided to Contractor by the County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. Contractor will use reasonable care to protect, safeguard, and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

### **B. Products of Contractor's Services and Work.**

Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to the County.

## **8. FEDERAL PROVISIONS**

Some or all of the work to be performed under this contract will be funded by the Federal Aviation Administration Airport Improvement Program and, therefore, this contract and any subcontracts resulting from this contract must comply with required Federal provisions established by various laws and statutes. These Federal provisions are included herein as Attachment B. The Consultant must include these provisions in any subcontracts funded hereunder. Any references to Sponsor in Attachment B shall be deemed to reference Mono County. Any reference to Contractor or Subcontractor in Attachment B shall be deemed to reference the Consultant or Subconsultants. Any reference to Bidder in Attachment B shall be deemed to reference the Consultant.

## **9. WORKERS' COMPENSATION**

Contractor shall provide workers' compensation insurance coverage, in the legally required amount, for all Contractor's employees utilized in providing services and work pursuant to this Agreement. By executing a copy of this Agreement, Contractor acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that Contractor has complied and will comply during the term of this Agreement with all provisions of the California Labor Code with regard to its employees. Contractor, at the time of execution of this Agreement, will provide the County with evidence of the required workers' compensation insurance coverage.

## 10. PUBLIC WORK

### A. Determination.

Some of the services and work to be provided by Contractor under this Agreement may constitute a public work within the meaning of California Labor Code Sections 1720 and 1720.3. Accordingly, and as required by Section 1771 of the California Labor Code, Contractor and any subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holiday and overtime work, to all workers employed in the execution of those services and work described in every Scope of Work Letter issued pursuant to this Agreement that constitute a Public Work. California Labor Code Section 1771 is incorporated herein by this reference, and a copy of that Section is attached to this Agreement as a part of Attachment C.

### B. Prevailing Wage Rate.

The general prevailing rate of per diem wages applicable to each class of worker employed in the execution of those services and work that constitute a public work under this Agreement has been determined by the Director of the California Department of Industrial Relations (hereinafter referred to as "Director"). Copies of the Director's determination are on file at the Mono County Department of Public Works office, 74 North School Street, Bridgeport, California, and are available to any interested party upon request.

### C. Apprentices.

Pursuant to Section 1777.5 of the California Labor Code, properly registered apprentices performing services and work that constitute a public work, if any, shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. California Labor Code Section 1777.5 is incorporated herein by this reference, and a copy of that section is attached to this contract as a part of Attachment C.

### D. Penalty for Non-Payment of Prevailing Wages.

Pursuant to Section 1775 of the California Labor Code, Contractor, and any subcontractor under him, shall, as a penalty to the County, forfeit not more than fifty dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the general rate of per diem wages for the performance of services and work that constitute a public work, as determined by the Director, for the work or craft for which the worker is employed in the performance of services and work provided under this Agreement that constitute a public work, except as provided by subdivision (b) of Section 1775 of the California Labor Code. California Labor Code Section 1775 is incorporated herein by this reference, and a copy of that section is attached to this Agreement as a part of Attachment C.

### E. Payroll Records.

Pursuant to Section 1776 of the California Labor Code, Contractor, and any subcontractor under him, shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the performance of the services and work requested by the County, as described in the Scope of Work Letters issued pursuant to this Agreement.

### F. Inspection of Payroll Records.

Contractor, and any subcontractor under him, shall comply with each of the additional requirements set forth in California Labor Code Section 1776, regarding: (1) the form of records; (2) the provision of records upon request to the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the California Department of Industrial Relations; and, (3) the inspection of records by the public. California Labor Code Section 1776 is incorporated herein by this reference, and a copy of that section is attached to this Agreement as a part of Attachment C.

#### G. Posting of Prevailing Wages at Job Site.

Pursuant to California Labor Code Section 1773.2, Contractor shall post at each job site in connection with this Agreement a copy of the Director's determination of the general prevailing rate of per diem wages for each classification of worker required in the execution of those services and work described in every Scope of Work Letter issued pursuant to this Agreement that constitute a public work.

#### H. Hours.

Pursuant to Section 1810 of the California Labor Code, the time of service of any worker employed by Contractor, or by any subcontractor under him, in the performance of services and work described in the Scope of Work Letters issued pursuant to this Agreement that constitute a public work, is limited and restricted to eight hours during any one calendar day, and 40 hours during any one calendar week, except as otherwise provided by the California Labor Code.

#### I. Overtime.

Pursuant to California Labor Code Section 1815, the performance of services and work, as described in the Scope of Work Letters issued pursuant to this Agreement that constitute a public work, by employees of Contractor, or employees of any subcontractor under him, in excess of eight hours per calendar day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per calendar day at not less than one and one-half (1½) times the basic rate of pay. California Labor Code Section 1815 is incorporated herein by this reference, and a copy of that section is attached to this contract as a part of Attachment C.

#### J. Records of Hours.

Contractor, and any subcontractors under him, shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the performance of the services and work requested by the County that constitute a public work, as described in the Scope of Work Letters issued pursuant to this Agreement. The record shall be kept open at all reasonable hours to the inspection of the County and to the Division of Labor Standards Enforcement as required by Labor Code Section 1812.

#### K. Penalty for Violation of Work Hours.

Pursuant to California Labor Code Section 1813, Contractor, and any subcontractors under him, shall, as a penalty to the County, forfeit twenty-five dollars (\$25.00) for each worker employed by the respective contractor or subcontractor in the execution of the services and work requested by the County that constitute a public work, as described in the Scope of Work Letters issued pursuant to this Agreement, for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the California Labor Code. California Labor Code Section 1813 is incorporated herein by this reference, and a copy of that section is attached to this contract as a part of Attachment C.

## 11. INSURANCE

Insurance requirements, which may include but not be limited to minimum coverage levels and type, are subject to change by the County based on the scope of services and work that may be requested. Any additional insurance requirements will be agreed to by the parties prior to issuance of, and made a part of, the applicable Scope of Work Letter.

#### A. General Liability.

Contractor shall procure, and maintain during the entire term of this Agreement, a policy of general liability insurance which covers all the services and work to be performed by Contractor under this Agreement. Such policy shall have a per occurrence combined single limit coverage of not less than one million dollars (\$1,000,000). Such policy shall not exclude or except from coverage any of the services and work required to be performed by

Contractor under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a “Best’s” policyholder’s rating of “A” or “A+”. Prior to commencing any work under this Agreement, Contractor shall provide the County: 1) a certificate of insurance documenting evidence of the required coverage; 2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and, 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without 30 days’ written notice to the County.

#### B. Business Vehicle.

Contractor shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of one million dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all Contractor-owned, non-owned, and hired vehicles employed by the Contractor in the performance of the services and work requested by the County, as described in the Scope of Work Letters issued pursuant to this Agreement. A certificate of insurance shall be provided to the County by Contractor prior to commencing any work under this Agreement. The policy shall maintain a provision prohibiting the cancellation or modification of said policy except upon 30 days’ prior written notice to the County.

#### C. Professional Errors and Omissions Liability Insurance.

Contractor shall provide professional errors and omission liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) policy aggregate. A certificate of insurance shall be provided to the County by Contractor prior to commencing any work under this Agreement. If professional liability coverage is written on a claims-made form: 1) the “retro date” must be shown and must be before the date of this Agreement or prior to commencing services and work requested by the County under this Agreement; 2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of services and work performed under this Agreement; and, 3) if coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a “retro date” that is prior to the date of this Agreement, Contractor must purchase “extended reporting” coverage for a minimum of five years after the completion of services and work performed under this Agreement.

#### D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions shall be declared by Contractor and must be approved by the County prior to Contractor commencing services and work requested by the County under this Agreement. If possible, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the County, its officials, officers, employees, and volunteers, or Contractor shall provide evidence satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

#### E. Subcontractors.

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein for Contractor.

#### F. Unemployment, Disability, and Liability Insurance

Contractor shall maintain, if so required by law, unemployment, disability and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor in performing work associated with this Agreement.

## 12. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, employees, and subcontractors relating to the performance of this Agreement, shall be performed by independent contractors, and not as agents, officers, or employees of the County.

Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the County. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and the County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor (unless otherwise specified herein) shall determine the method, details, and means of performing the services and work to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to the County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to the County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of the County.

### **13. DEFENSE AND INDEMNIFICATION**

Contractor shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, employees, or subcontractors. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any act or omission of Contractor, its agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

### **14. RECORDS AND AUDIT**

#### **A. Records.**

Contractor shall prepare and maintain all records required by the various provisions of this Agreement, and federal, state, County, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of three years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, micrographs, or other authentic reproduction of such records.

#### **B. Inspections and Audits.**

Any authorized representative of the County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which the County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, the County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

### **15. NON-DISCRIMINATION**

During the performance of this Agreement, Contractor, its agents, officers, employees, and subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, ancestry, national origin, physical handicap, medical condition, marital status, age, sex, or sexual orientation. Contractor and its

agents, officers, employees, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

## **16. ASSIGNMENT**

This is an agreement for the services of Contractor. The County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of the County.

## **17. WAIVER OF DEFAULT**

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 24 below.

## **18. CONFIDENTIALITY**

Contractor agrees to comply with various provisions of the federal, state, and County laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such privileged, restricted or confidential information and records. Disclosure of such information or records shall be made by Contractor only with the express written consent of the County.

## **19. CONFLICTS**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services and work under this Agreement. Contractor agrees to complete and file a conflict of interest statement.

## **20. POST-AGREEMENT COVENANT**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

## **21. SEVERABILITY**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or County statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

## **22. FUNDING LIMITATION**

The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, the County has the option to terminate, reduce, or modify this Agreement, or any of its terms, within 10 days of its notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement made

pursuant to this provision must comply with the requirements (except the requirement of mutual consent) of paragraph 24 below.

**23. VENUE**

This Agreement shall be governed under the laws of the State of California and venue for any litigation under this Agreement shall be the County of Mono, State of California.

**24. AMENDMENT**

This Agreement may be extended, modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form, and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

**25. NOTICE**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or the County shall be required, or may desire, to make, shall be in writing and may be personally serviced, or sent by prepaid first class mail to the respective parties as follows:

County of Mono:	Contractor:
Department of Public Works	[ Consultant ]
Post Office Box 457	[ Address ]
Bridgeport, California 93517	[ City, State, Zip ]

**26. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.**

**COUNTY OF MONO:**

**CONTRACTOR:**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: Chairman, Board of Supervisors  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Firm: [Name(s) dba] [Consultant]

Approved as to Form:

Date: \_\_\_\_\_  
 Tax ID: \_\_\_\_\_

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

\_\_\_\_\_  
Rita Sherman, Risk Manager Date

**ATTACHMENT A**

**AGREEMENT BETWEEN THE COUNTY OF MONO AND  
\_\_\_\_\_ FOR THE PROVISION OF  
AIRPORT CONSULTING SERVICES ON AN AS-NEEDED BASIS**

**TERM:**

**FROM:** [ Start Date ], 2011

**TO:** [ End Date ], 2016

**SCOPE OF WORK LETTER**

TO: \_\_\_\_\_  
(Contractor)

FROM: Jeff Walters, Mono County Public Works Interim Director

Pursuant to Mono County Agreement No. \_\_\_\_\_ (Contract), you are hereby retained to perform for Mono County the services and work, and provide the associated material and equipment, that are \_\_\_\_ described below, or \_\_\_\_ described in your quote attached hereto, \_\_\_\_ for the sum of \$ \_\_\_\_\_, or \_\_\_\_ on a time and materials basis in accordance with the rates set forth below or appearing on the attached quote, as the case may be; all such services and work shall be performed in accordance with the Agreement:

**Mono County**

By: \_\_\_\_\_  
Jeff Walters, Interim Public Works Director Date

By: \_\_\_\_\_  
Rita Sherman, Risk Manager Date

**Contractor**

By my signature, as an authorized representative of Contractor, Contractor agrees to and shall perform the work and services described or referenced above, for the amount set forth above.

By: \_\_\_\_\_  
Signature Date

# ATTACHMENT B

## AGREEMENT BETWEEN THE COUNTY OF MONO AND \_\_\_\_\_ FOR THE PROVISION OF AIRPORT CONSULTING SERVICES ON AN AS-NEEDED BASIS

### TERM:

FROM: [ Start Date ], 2011

TO: [ End Date ], 2016

### FEDERAL PROVISIONS

#### A. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL 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 shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

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

**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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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

**5. Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

**6. Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for

noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **B. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS**

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

## **C. DISADVANTAGED BUSINESS ENTERPRISES**

**1. 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 DOT 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 recipient deems appropriate.

**2. 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 **30** days from the receipt of each payment the prime contractor receives from Mono County. The prime contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] 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 Mono County. This clause applies to both DBE and non-DBE subcontractors.

## **D. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

**1.** No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

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

## **E. ACCESS TO RECORDS AND REPORTS**

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the 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.

## **F. BREACH OF CONTRACT TERMS**

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

## **G. RIGHTS TO INVENTIONS**

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

## **H. TRADE RESTRICTION CLAUSE**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

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 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 on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
3. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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

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

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

The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is

not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

## **I. TERMINATION OF CONTRACT**

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

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

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

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

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

## **J. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

# **ATTACHMENT C**

## **AGREEMENT BETWEEN THE COUNTY OF MONO AND \_\_\_\_\_ FOR THE PROVISION OF AIRPORT CONSULTING SERVICES ON AN AS-NEEDED BASIS**

**TERM:**

**FROM:** [ Start Date ], 2011

**TO:** [ End Date ], 2016

**CALIFORNIA LABOR CODE:**

Copies of referenced California Labor Code sections (1771, 1775, 1776, 1777.5, 1813, & 1815), presented as Attachment C1, attached hereto and incorporated herein.

**ATTACHMENT C1****CALIFORNIA LABOR CODE:  
Sections 1771, 1775, 1776, 1777.5, 1813, and 1815****§ 1771. Payment of general prevailing rate**

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

**§ 1775. Penalties for violations**

- (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.
- (2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:
- (i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
  - (ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
- (B) (i) The penalty may not be less than ten dollars (\$10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
- (ii) The penalty may not be less than twenty dollars (\$20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
  - (iii) The penalty may not be less than thirty dollars (\$30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.
- (C) When the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

- (D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.
  - (E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.
- (b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:
- (1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - (2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
  - (3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
  - (4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- (c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

**§ 1776. Payroll records; retention; noncompliance; penalties; rules and regulations**

- (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
- (1) The information contained in the payroll record is true and correct.
  - (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- (b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
  - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

- (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.
- (c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).
- (d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.
- (e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.
- (f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.
- (g) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- (h) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.
- (i) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

**§ 1777.5. Employment of apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions**

- (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.
- (b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.
- (c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:
  - (1) The apprenticeship standards and apprentice agreements under which he or she is training.
  - (2) The rules and regulations of the California Apprenticeship Council.
- (d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).
- (e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.
- (f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.
- (g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
- (h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices

during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

- (i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).
- (j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.
- (k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:
  - (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
  - (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
  - (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
  - (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.
- (l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.
- (m)
  - (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.
  - (2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:
    - (A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
    - (B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.

- (C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.
- (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.
- (n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.
- (o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).
- (p) All decisions of an apprenticeship program under this section are subject to Section 3081.

### **§ 1813. Forfeiture for violations; contract stipulation; report of violations**

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

### **§ 1815. Overtime**

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay.