

COUNTY OF MENDOCINO PROFESSIONAL SERVICES AGREEMENT WITH MEAD & HUNT, INC., IN THE AMOUNT OF \$120,834, FOR CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES FOR THE ROUND VALLEY AIRPORT RUNWAY REHABILITATION PROJECT

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Mead & Hunt, Inc., hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONSULTANT for its Construction Administration and Inspection Services for the Runway Rehabilitation Project at Round Valley Airport; and,

WHEREAS, CONSULTANT is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONSULTANT to provide the services described in Exhibit "A", and CONSULTANT accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Attachment 1 to Exhibit B	Construction Administration Fees
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information
Exhibit E	Federal Requirements
Exhibit F	Department of Industrial Relations Requirements

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through December 31, 2021.

The compensation payable to CONSULTANT hereunder shall not exceed One Hundred Twenty Thousand Eight Hundred Thirty Four Dollars (\$120,834.00) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW: Transportation

HOWARD N. DASHIELL, Director DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 3050 RV

Line Item: 862189

Grant: ☒ Yes ☐ No

Grant No.: AIP 3-06-0056-008-2020

CONSULTANT/COMPANY NAME

By: Debrahynah Vice President

Date: 7/29/2020

NAME AND ADDRESS OF CONSULTANT:

Mead & Hunt, Inc.

1360 19th Hole Drive

Windsor, CA 95492

COUNTY OF MENDOCINO

By: John Haschak
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: AUG 20 2020

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Emberly De
Deputy

AUG 20 2020

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: Emberly De
Deputy

AUG 20 2020

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Christian M. Curtis
Deputy

Date: July 23, 2020

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

Date: 07/28/2020

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Debrahynah
Deputy CEO

Date: 07/28/2020

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONSULTANT is an Independent Contractor. CONSULTANT is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONSULTANT nor for any obligations or liabilities incurred by CONSULTANT.

CONSULTANT shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONSULTANT shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONSULTANT's failure to pay such amounts.

In carrying out the work contemplated herein, CONSULTANT shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONSULTANT does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONSULTANT is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONSULTANT, withhold from payments to CONSULTANT hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Consultant shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONSULTANT'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONSULTANT'S performance" includes CONSULTANT'S action or inaction and the action or inaction of CONSULTANT'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONSULTANT shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONSULTANT shall provide Workers' Compensation insurance, as applicable, at CONSULTANT's own cost and expense and further, neither the CONSULTANT nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONSULTANT affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONSULTANT further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONSULTANT shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONSULTANT shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONSULTANT's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONSULTANT's performance of this Agreement, CONSULTANT shall immediately notify Mendocino County Risk Manager's Office by telephone. CONSULTANT shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONSULTANT's sub-contractor, if any; (3) name and address of CONSULTANT's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONSULTANT further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONSULTANT as provided in Exhibit "B" hereto as funding permits.

If COUNTY over pays CONSULTANT for any reason, CONSULTANT agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONSULTANT under this Agreement or any other agreement.

In the event CONSULTANT claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, which disallowance is due to the actions or omissions of CONSULTANT, the CONSULTANT shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONSULTANT under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONSULTANT to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONSULTANT.

8. **OWNERSHIP OF DOCUMENTS:** CONSULTANT hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONSULTANT, the CONSULTANT's subcontractors or third parties at the request of the CONSULTANT (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONSULTANT shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONSULTANT agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONSULTANT hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONSULTANT's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: Mendocino County Department of Transportation
340 Lake Mendocino Drive
Ukiah, CA 95482
Attn: Amber Fisette

To CONSULTANT: Mead & Hunt, Inc.
1360 19th Hole Drive, Ste. 200
Windsor, CA 95492
ATTN: Robert Casagrande

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONSULTANT shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONSULTANT certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONSULTANT shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

- b. CONSULTANT shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONSULTANT shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONSULTANT shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONSULTANT and CONSULTANT's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONSULTANT nor CONSULTANT's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONSULTANT or any employee of CONSULTANT is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONSULTANT, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONSULTANT agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONSULTANT shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONSULTANT shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONSULTANT shall file copies of same with the County Executive Office.

CONSULTANT represents and warrants to COUNTY that CONSULTANT and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. AUDITS; ACCESS TO RECORDS: The CONSULTANT shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and

other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONSULTANT.

The CONSULTANT shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONSULTANT in the performance of this Agreement. If such books and records are not kept and maintained by CONSULTANT within the County of Mendocino, California, CONSULTANT shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONSULTANT shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONSULTANT's books and records, including, but not limited to, travel, lodging and subsistence costs. CONSULTANT shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONSULTANT shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONSULTANT with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONSULTANT shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONSULTANT's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONSULTANT shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONSULTANT under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONSULTANT without cause at any time upon giving to the CONSULTANT notice. Such notice shall be in writing and may be issued by any county officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should

abandon, terminate or suspend the CONSULTANT's work, the CONSULTANT shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONSULTANT for its construction administration and inspection services shall not exceed \$120,834.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONSULTANT. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONSULTANT prior to CONSULTANT'S receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** CONSULTANT shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter

thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONSULTANT may not be adequately performing its obligations under this Agreement or that CONSULTANT may fail to complete the Services as required by this Agreement, COUNTY may request from CONSULTANT prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONSULTANT's performance. CONSULTANT shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONSULTANT acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONSULTANT shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONSULTANT shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONSULTANT and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. **INTELLECTUAL PROPERTY WARRANTY:** CONSULTANT warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONSULTANT PRODUCTS") to be provided by CONSULTANT in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONSULTANT hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONSULTANT PRODUCTS to the extent reasonably necessary to use the CONSULTANT PRODUCTS in the manner contemplated by this agreement.

CONSULTANT further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONSULTANT PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONSULTANT PRODUCT, CONSULTANT shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONSULTANT shall either, at its option, (1) procure for COUNTY the right to continue using the CONSULTANT Products; or (2) replace or modify the CONSULTANT Products so that that they become non-infringing, but equivalent in functionality and performance.

33. **ELECTRONIC COPIES:**

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. **COOPERATION WITH COUNTY**

Consultant shall cooperate with County and County staff in the performance of all work hereunder.

35. PERFORMANCE STANDARD

Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES

In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

Construction Administration Scope of Services for Runway 10-28 Pavement and Shoulder Rehabilitation

This Scope of Services includes detailed services to be provided by CONSULTANT for the COUNTY after the award of a construction contract. CONSULTANT will exercise their professional judgment, guided by consultation with the COUNTY, in determining the balance between the needs of the COUNTY, the FAA design standards, and the COUNTY funds available to achieve quality construction of the Project.

It is anticipated that construction will start by September 2020 and work complete before November 2020. There are 25 working days allotted for mobilization and a total of 13 working days allotted for construction. Materials and pavement testing will be performed in conformance with the FAA standard specifications FAA AC 150/5370-10H, *Standards for Specifying Construction of Airports*, by a competent geotechnical lab under the direction of CONSULTANT.

CONSULTANT will assist the COUNTY in establishing the requirements for the Project and perform the professional services described in this scope.

Summary of Tasks in this Scope of Services:

- Task 1 – Project Management
- Task 2 – Pre-Construction Services
- Task 3 – Construction Administration Services
- Task 4 – Construction Observation
- Task 5 – Materials Testing
- Task 6 – SWPPP – **Not in Contract**
- Task 7 – Biological Testing – **Not in Contract**
- Task 8 – Post Construction Services

Upon Notice to Proceed, CONSULTANT shall provide the following work as detailed in the following Tasks.

TASK 1 PROJECT MANAGEMENT

Task 1.1 Project Management

Project management is a set of interrelated actions and processes performed by the CONSULTANT to identify, assemble, and employ appropriate resources to accomplish the Scope of Services.

The CONSULTANT will use correspondence and administration to accomplish Project management, which is expected to include: development of Scope of Services, fee estimate, schedule, and agreement; assignment of appropriate staff and resources; monitoring of scope, budget, and schedule to determine status, action, and effort; and invoicing and reporting (expected monthly).

A Project Manager (PM) will be assigned to the Project and will be responsible for the overall administration and review of construction progress. Work will be performed under the supervision of the PM, with the assistance of office-based engineering staff supporting the PM, as appropriate. Periodic site visits by the PM are not anticipated for this Task.

TASK 2 PRE-CONSTRUCTION

Task 2.1 Pre-Construction Conference

CONSULTANT will arrange for and conduct the pre-construction conference. The PM will establish this meeting to review FAA and Project-specific requirements prior to commencing construction. The meeting will be conducted at the Airport and will include (as applicable) the COUNTY, representatives of the FAA Airports District Office, CONTRACTOR, and subcontractors. The CONSULTANT will provide / perform the following services under this Task:

- a. Schedule meeting, provide meeting materials, and prepare pre-meeting materials.
- b. Obtain and review the Project construction schedules from the CONTRACTOR prior to presentation at the pre-construction conference. The COUNTY shall be provided with copies of all the construction schedules.
- c. Preside at the pre-construction conference, prepare a record of the conference, submit meeting minutes to the COUNTY for review and comment, and distribute the final meeting minutes to all attendees via email. CONSULTANT attendees will be the PM and Project Engineer.

Task 2.2 Preparation of Construction Documents

The CONTRACTOR will be provided with two (2) hardcopy Construction Set of Plans (one each half-size and full-size) and a set of Specifications each. An electronic set of these documents may also be provided to the CONTRACTOR pending execution of a data disclaimer form from CONTRACTOR to CONSULTANT.

Task 2.3 Review Submittals for Compliance

CONSULTANT will review CONTRACTOR submittals and CONTRACTOR-submitted certificates for compliance with design concepts. It is expected that up to fifteen (15) submittals will be reviewed. The budget assumes seven of the submittals will require resubmittal. The costs for resubmittals, in excess of two (2) submittals, will be the responsibility of the CONTRACTOR as stated in the Bid Documents.

Task 2.4 Prepare Construction Management Plan (CMP) – Not in Contract (NIC)

In this construction projects current makeup, paving is not the major work item and therefore does not require a CONTRACTOR Quality Control Program.

Task 2.5 Prepare Project Files

The quantity sheets, testing sheets, FAA reporting documents, and construction report format will be prepared on CONSULTANT standard forms. CONTRACTOR will be provided with electronic copies of the construction set of plans and specifications.

The CONSULTANT will prepare Project files for use during the Project.

Task 2.6 Grant Application for Federal Assistance

As directed by COUNTY, CONSULTANT will assist in revising the pre-application documents for final grant application submittal to the FAA. CONSULTANT's assistance with preparation of the final application includes drafting the following:

- a. Revising Federal form SF-424
- b. Revised Federal form SF-5100-100.
- c. Updating Project funding summary.
- d. Updating Project cost estimate.
- e. Inclusion of current Exhibit A Property Map.
- f. Create exhibit of proposed project area to be submitted with application.
- g. Sponsor's Certifications for signature by the COUNTY (as applicable).
- h. Current Grant Assurances.
- i. Title VI Assurances.
- j. Bid Tabulation showing all bidders, and lowest bidder.
- k. Complete bid package for lowest two bidders.

Task 2 Deliverables

- 1) Pre-Construction Meeting Minutes – Electronic files to COUNTY and attendees.
- 2) Construction Set of Plans and Specifications – one (1) hardcopy of each (Plans will include one half- size and one full size set) and electronic submittal.

- 3) Final AIP Grant Application – Electronic files.

TASK 3 CONSTRUCTION ADMINISTRATION SERVICES

Task 3.1 Construction Administration

The CONSULTANT agrees to provide Construction Administration Services required for the execution of the contracted work as detailed below.

The PM, supported by other office staff will provide the following services:

- a. Provide interpretation of plans and specifications.
- b. Support field representative to see that construction activities follow plans and specifications.
- c. Review and provide comment on Project compliance issues with quality control testing performed by the CONTRACTOR.

Task 3.2 Requests for Information (RFIs) and Change Orders

Preparation of written responses to CONTRACTOR RFIs to clarify design intent. CONSULTANT will assist the COUNTY with preparation of change orders, which include a cost estimate, cost/price analysis, and preparation and/or negotiation of necessary interpretations and clarifications, additions, and deletions to change orders and supplemental agreements, as required. Change orders will be submitted to the COUNTY for review. Up to five (5) RFIs and up to two (2) change orders are covered for the Project.

Task 3.3 Weekly Meetings

The PM will attend weekly construction progress meetings by phone. Up to three (3) weekly meetings are anticipated.

Task 3.4 Site Visits During Construction

The PM will review the Project and make site visits (two (2) anticipated) to monitor construction activities. The Project Engineer will also make up to two (2) site visits to monitor construction activities.

Task 3.5 Weekly FAA Progress Reports

COUNSULTANT will be responsible for preparing and submitting weekly FAA progress reports.

Task 3.6 Review Pay Estimates

CONSULTANT will review pay estimates and provide an explanation of variation between the contract and pay quantities. It is assumed that there will be a total of 3 pay estimates reviewed and processed.

Task 3.7 Certified Payroll and Davis Bacon Requirements

CONSULTANT will review payroll reports and monitor CONTRACTOR's compliance with paying employees, per the Davis-Bacon Act requirements.

Task 3.8 DBE Program Annual Reporting

As part of the federal grant assurances under the AIP, recipients are required to report annual achievements for the DBE program in accordance with 49 CFR Part 26.37(c) for work performed using federal grant funds. This requirement applies to recipients who will award or anticipate awarding prime contracts exceeding \$250,000 in FAA funds during a federal fiscal year.

CONSULTANT will review CONTRACTOR reported DBE participation documents as follows:

- 1 Local agency bidder DBE commitment forms
- 2 Good Faith Efforts DBE Information
- 3 Disadvantage Business Enterprises (DBE) change in certification status report
- 4 Final Report – Utilization of Disadvantage Business Enterprises

Task 3 Deliverables

- 1) Electronic review of CONTRACTOR submittals.
- 2) Weekly progress reports to COUNTY and to the FAA.
- 3) Monthly CONTRACTOR Pay Requests.
- 4) Verified certified payroll.
- 5) Change Orders and RFIs as necessary.

TASK 4 CONSTRUCTION OBSERVATION

Task 4.1 Resident Project Representative

This task will include construction observation, and on-site construction administration during the construction of the Project. A full-time, on-site RPR will be assigned to this Project. The RPR will work with the PM to oversee the construction progress. (RPR assumed time on-site is 13 working days for 8 hours/day with 4 hours/day travel; expenses will cover 1 meal each day and vehicle expenses.)

The RPR will be on-site to coordinate and schedule CONSULTANT staff, answer questions, observe quality control activities, and record as-built changes. The RPR will report non-compliance issues to the Project Engineer and the COUNTY.

The RPR will maintain a construction diary to record the construction progress of the Project. The diary will be made available to the COUNTY upon request for review during inspections or visits. The Project diary typically includes information such as weather conditions, job site conditions, work in progress, general location of work, equipment in use, CONTRACTOR's work force and hours worked, delivered materials, tests performed, failed tests (if any) and action taken, instructions to CONTRACTORS, record of visitors to Project site and verbal or written instructions given, record of telephone conversations and any verbal instructions received or authorizations granted, engineering field force activity and hours worked, and any delays to construction and the reason for delays.

Construction observation services may include the following, as determined by CONSULTANT and COUNTY:

- a. Review layout and surveys conducted by the CONTRACTOR to see if they are in accordance with the plans and specifications.
- b. Check construction activities for compliance with plans and specifications.
- c. Evaluate and determine the acceptability of substitute materials and equipment proposed by the CONTRACTOR.
- d. Evaluate the CONTRACTOR's suggestions on drawings or specifications modifications and report those suggestions to the COUNTY.
- e. Acquire field measurements.
- f. Monitor the CONTRACTOR's compliance with the Construction Safety and Phasing Plan and immediately bring any non-compliance issues to the attention of the CONTRACTOR.
- g. Monitor CONTRACTOR's compliance with the CONTRACTOR's Quality Control Program.
- h. Conduct coordination of materials inspections and acceptance tests required by the FAA and observe and evaluate such tests made by the CONTRACTOR in the field and laboratory as necessary in accordance with plans and specifications.
- i. Monitor CONTRACTOR's performance of the required quality control tests

and furnish CONTRACTOR-provided copies of observed test reports to the COUNTY. Any non-compliance issues shall immediately be reported to the CONTRACTOR and COUNTY.

- j. Establish and conduct weekly construction progress meetings with the Contractor to discuss work progress and pertinent construction issues such as schedules, road closures, materials submittals, mix design approvals, and the need for CONTRACTOR supplied traffic control devices.
- k. Furnish the COUNTY and FAA with weekly construction progress and inspection reports.
- l. Review CONTRACTOR's weekly submitted payrolls for compliance with Federal and State law on classification and wage rates.
- m. Prepare agreed to change orders, which shall include a cost estimate, cost/price analysis, and record of negotiations. Prepare and negotiate necessary interpretations and clarifications, additions, and deletions to change orders, and supplemental agreements as required. Copies of the change order(s) shall be submitted to the COUNTY and the FAA for approval and signature before proceeding with the work. Any additional design is not to be considered as part of this scope of services.
- n. Prepare and submit periodic pay estimates, including the final estimate, during construction of the Project. Determine the amount owed to the CONTRACTOR and recommend those payment amounts in writing to the CONTRACTOR. Submit periodic payment recommendations to the COUNTY for concurrence and to the FAA for federal participation payment requests. The payment recommendations will demonstrate that work has progressed to the point indicated for payment and that, to the CONSULTANT's knowledge, information, and belief, the quality of such work is in accordance with the contract documents. The CONSULTANT, as an experienced and qualified professional, will make payment recommendations from information provided by the CONTRACTOR, reviewed from payment applications and accompanying data and schedules, and/or measured in the field.
- o. Receive from CONTRACTOR and review maintenance and operating instructions, schedules, guarantees, bonds, inspection certificates, tests, approvals, as deemed necessary by the CONSULTANT.
- p. Conduct a substantial completion inspection to determine if in the opinion of the CONSULTANT the work is completed and ready for final acceptance. After consultation with the COUNTY, the CONSULTANT will furnish the

CONTRACTOR with a list of items that were observed and require completion or correction, prior to final acceptance.

TASK 5 MATERIALS TESTING

Task 5.1 Materials Testing

- a. The materials testing services shall be performed in conformance with the Project specifications by a subconsultant to the CONSULTANT. The CONSULTANT will be responsible to coordinate and schedule Quality Assurance (QA) materials testing with their subconsultant throughout the Project duration.
- b. Under direction of CONSULTANT, the subconsultant shall make necessary acceptance tests in accordance with the cited requirements and standard methods of ASTM, and AASHTO; record all test results on the appropriate forms; prepare a summary and disposition of all testing and materials inspection; record all deviating tests; conduct materials inspections and acceptance tests in accordance with plans and specifications; and furnish copies of all test reports to the COUNTY. Any non-compliance issues shall immediately be reported to the CONTRACTOR and COUNTY.
- c. This scope assumes the following materials testing and construction administration support from the subconsultant:

- Item P-152 Excavation, Subgrade, and Embankment:

Number of Tests	Test Method	Description
2	ASTM D698	Laboratory compaction using Standard Effort
4	ASTM D6938 Procedure A	In-place Density and Water Content by Nuclear Method

- Item P-208 Aggregate Base Course: Density testing

Number of Tests	Test Method	Description
2	ASTM D698	Laboratory compaction using Standard Effort
4	ASTM D6938 Procedure A	In-place Density and Water Content by Nuclear Method

- Item 39 Asphalt Concrete: Quality assurance on Production paving as follows

Number of Tests	Test Method	Description
1	AASHTO T308, Method A	Asphalt Binder Content
1	AASHTO T329	HMA Moisture Content
2	AASHTO T269	Air Voids Content
2	MS-2 Asphalt Mixture Volumetrics	Voids in Mineral Aggregate
2	MS-2 Asphalt Mixture Volumetrics	Dust proportion
2	California Test 375	Density of Core
3	California Test 375	Nuclear Gauge Density
1	AASHTO T324 (Modified)	Hamburg Wheel Track
1	AASHTO T283	Moisture Susceptibility

- Item P-626 Emulsified Asphalt Slurry Seal Surface Treatment: test samples of the emulsion.

Number of Tests	Test Method	Description
1	ASTM D7496/D7226	Viscosity Test
1	ASTM D6930	Storage Stability
1	ASTM D6936	Demulsibility
1	ASTM D244	Coating Ability and Water Resistance
1	ASTM D6933	Sieve Test
1	ASTM D7402	Particle Charge (for cationic emulsified asphalt only)
1	ASTM D6997	Distillation
1	ASTM D244, D5, D113, D2042/D7553	Tests on residue by Distillation (Penetration, Ductility, Solubility)

Material testing will be performed by certified testers and inspectors. The subconsultant will prepare and submit Daily Field Reports and Laboratory Test Reports to the CONSULTANT for transmittal to the COUNTY.

TASK 6 SWPPP MONITORING AND REPORTS – NIC

CONTRACTOR will provide and manage the Storm Water Pollution Prevention Plan (SWPPP) for the duration of the Project. CONSULTANT will observe and note that BMPs and BATs are in place and being maintained.

TASK 7 BIOLOGICAL TESTING - NIC

TASK 8 POST CONSTRUCTION SERVICES (Lump sum)

Task 8.1 Final Inspection and Documentation

8.1.1 Final Inspection

CONSULTANT will schedule and conduct a final inspection with the COUNTY, CONTRACTOR, and FAA representatives to determine whether the Project has reached substantial completion and verify that the work is in accordance with the plans and specifications. The CONSULTANT will document items found to be deficient and will provide the CONTRACTOR a list of those items. The CONSULTANT team for final inspection will include PM and RPR.

8.1.1.1 A surveying subconsultant, under contract with CONSULTANT, will confirm the as-built runway markings and confirm construction acceptance.

8.1.2 Final Punch List

CONSULTANT will prepare a punch list correspondence to include the deficient items discovered during final inspection and will forward the correspondence to the CONTRACTOR. It will state the items in need of correction and will request a schedule for completion. The CONSULTANT will send a copy to the COUNTY and may include a copy in the Final Construction Report.

8.1.3 Final Construction Certification

Once the punch list items have been completed to the satisfaction of the COUNTY, the CONSULTANT will prepare a Sponsor Certification of Final Construction Acceptance for the Project to be signed off by the COUNTY. This certification will also be included in the Final Construction Report.

Task 8.2 Record Drawings

8.2.1 Record Drawings

The CONSULTANT, COUNTY, and CONTRACTOR will collaboratively assemble the Project Record Drawings. The Record Drawings will detail field

constructed conditions included as part of this Project and will include the results of field surveying. Any Drawings will become record information. The CONSULTANT will provide the COUNTY with a set of reproducible Record Drawings in digital format.

Task 8.3 Final Construction Report (FCR)

Once the Project is complete, an FCR will be prepared and assembled in conformance with FAA standards and requirements. Components of the report will include a summarization of the Project description, Project pay requests, change orders, Project certifications, documentation of final Project acceptance, and test results for material testing performed during construction. As part of this Task, the Project closeout will be coordinated with the COUNTY and the FAA.

Task 8.4 Airport Layout Plan Record Drawing Update - NIC

The Airport Layout Plan (ALP) will be updated with the Project-specific improvements under separate contract with the COUNTY.

Task 8.5 Update Airfield Pavement Management Plan (APMP) - NIC

The Airfield Pavement Management Plan will be updated under separate contract with the COUNTY.

RESPONSIBILITIES OF COUNTY

This Scope of Services and compensation are based on the COUNTY performing or providing the following:

- 1) Issue Notices to Airmen (NOTAMs) and announcements regarding the impact of the Project on aviation activities.
- 2) Guarantee access to and make all provisions for the CONSULTANT/Engineer to enter upon public land as required for the Engineer to perform his work under this Agreement.
- 3) Examine all documents requested by the COUNTY and presented by the CONSULTANT and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of the Engineer.
- 4) Preparation of reimbursement requests from grant projects.

EXCLUDED SERVICES

Services not outlined in this Scope of Services may be added for additional compensation by amendment if desired by the COUNTY.

SCHEDULE OF COMPLETION

The CONSULTANT will complete all work called for under in this scope on a schedule submitted by the CONTRACTOR and approved by the COUNTY (except Task 8). Construction is expected to begin in September 2020 and be completed by November 2020.

The CONSULTANT will complete the work called for under Task 8, Post Construction Services within 30 working days of the receipt of a copy of the Notice of Completion filed by the COUNTY.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

The CONSULTANT shall be compensated for the services described in Task 1 Project Management, Task 2 Pre-construction Services, and Task 8 Post Construction Services on a Lump Sum basis for a fee of Forty-nine Thousand Five Hundred Fifty-four Dollars (\$49,554.00). Payment for Lump Sum Tasks shall be made in proportion to the work completed to the total service to be performed. This fee shall include all labor, materials, expenses, and incidentals necessary to complete the work as described in the Scope of Services.

CONSULTANT shall be compensated for the services described in Task 3 Construction Administration Services, Task 4 Construction Observation, and Task 5 Materials Testing on a Time-and-Expense basis not to exceed Seventy-one Thousand Two Hundred Eighty Dollars (\$71,280.00). Payment for Time-and-Expense Tasks shall be made based upon actual time and expenses as approved by the COUNTY.

Total compensation under this Agreement is estimated at One Hundred Twenty Thousand Eight Hundred Thirty-four Dollars (\$120,834.00). This amount shall not be exceeded without written authorization from the COUNTY. COUNTY shall pay CONSULTANT for all work required in the satisfactory completion of this Agreement in accordance with the Cost Estimate included as Attachment 1 to this Exhibit.

All payments shall be based upon Mead & Hunt Inc.'s Project Billing Rates. Payment for satisfactory performance includes, without limitation, salary, fringe benefits, overhead, negotiated profit and expenses.

CONSULTANT's statement of charges shall be submitted to the COUNTY on a monthly basis.

CONSULTANT agrees that the cost principles and procedures of Title 48, Part 31, Code of Federal Regulations shall be used to determine the allowability of individual items of cost.

[END OF PAYMENT TERMS]

Round Valley Airport (RNV)
Runway 10-28 Pavement Rehabilitation and Shoulder
Rehab
Construction Administration Services

ATTACHMENT 1 TO EXHIBIT B

Date: 6/12/2020

PHASES and TASKS		Mead & Hunt (labor hours and rates)								Total Cost	
		Senior Associate	Sr Project Engineer / PM	Sr Engineer	Construction Observer / Engineer III	Engineer II	Technician III	Administrative Assistant	Clerical		Expenses
		324.00	241.00	205.00	151.00	142.00	125.00	109.00	82.00		
TASK 1 - PROJECT MANAGEMENT (Lump Sum)											
1.1	Project Management	2.0	30.0	0.0	8.0	10.0	0.0	15.0	10.0	\$ -	\$ 12,961.00
	Subtotal Task 1 - Project Management									\$ -	\$ 12,961.00
TASK 2 - PRE-CONSTRUCTION (Lump Sum)											
2.1	Pre-construction Conference		3.0		3.0			4.0	1.0	\$ 125.00	\$ 1,819.00
2.2	Preparation of Construction Documents		1.0	2.0	0.0	10.0		4.0	1.0	\$ 1,490.00	\$ 4,079.00
2.3	Review Submittals for Compliance		1.0	8.0	0.0	4.0	10.0	1.0	1.0	\$ -	\$ 3,890.00
2.4	Prepare Construction Management Plan (CMP)-NIC		0.0	0.0	0.0	0.0		0.0	0.0	\$ -	\$ -
2.5	Prepare Project Files			2.0		8.0	10.0	1.0	1.0	\$ -	\$ 2,987.00
2.6	Grant Application for Federal Assistance		4.0					2.0			\$ 1,182.00
	Subtotal Task 2 - Pre-construction	0.0	9.0	12.0	3.0	22.0	20.0	12.0	4.0	\$ 1,615.00	\$ 13,957.00
TASK 3 - CONSTRUCTION ADMINISTRATION SERVICES (T&E)											
3.1	Construction Administration		5.0	5.0	0.0	2.0		2.0	1.0	\$ -	\$ 2,814.00
3.2	Request for Information (5 assumed) and Change Orders (2 assumed)		5.0	8.0	0.0	4.0		2.0	1.0	\$ -	\$ 3,713.00
3.3	Weekly Meetings (up to 3 anticipated)		3.0	3.0	0.0			3.0	1.0	\$ -	\$ 1,747.00
3.4	Site Visits During Construction by PM & PE (2 EA Assumed)		12.0	12.0	0.0				1.0	\$ 1,373.00	\$ 6,807.00
3.5	Weekly FAA Progress Reports		1.0		3.0	12.0		1.0	1.0	\$ -	\$ 2,589.00
3.6	Review Pay Estimates (3 EA)		1.0	8.0	0.0	4.0		3.0	1.0	\$ -	\$ 2,858.00
3.7	Certified Payroll and Davis-Bacon Act Requirements		0.0					17.0	2.0	\$ -	\$ 2,017.00
3.8	DBE Program		4.0	4.0				4.0	1.0	\$ -	\$ 2,302.00
	Subtotal Section 3 Construction Administration Services	0.0	31.0	40.0	3.0	22.0	0.0	32.0	9.0	\$ 1,373.00	\$ 24,847.00
TASK 4 - Construction Observation (T&E)											
4.1	Resident Project Representative (RPR) - 13 Working Days	0.0	0.0	0.0	180.0	0.0	0.0	0.0	0.0	\$ 2,753.00	\$ 29,933.00
	Subtotal Section 4 - Construction Observation	0.0	0.0	0.0	180.0	0.0	0.0	0.0	0.0	\$ 2,753.00	\$ 29,933.00
TASK 5 - Materials Testing (T&E)											
5.1	Materials Testing - LACO	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 16,500.20	\$ 16,500.20
	Subtotal Section 5 - Materials Testing	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 16,500.20	\$ 16,500.20
TASK 6 - SWPPP Monitoring and Reports - NIC											
	Subtotal Section 6 - SWPPP Monitoring and Reports	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -

Round Valley Airport (RNV) Runway 10-28 Pavement Rehabilitation and Shoulder Rehab Construction Administration Services										Date: 6/12/2020	
PHASES and TASKS		Mead & Hunt (labor hours and rates)								Total Cost	
		Senior Associate	Sr Project Engineer / PM	Sr Engineer	Constructio n Observer / Engineer III	Engineer II	Technician III	Administrativ e Assistant	Clerical		Expenses
		324.00	241.00	205.00	151.00	142.00	125.00	109.00	82.00		
TASK 7 - Biological Testing - NIC											
	Subtotal Section 7 - Biological Testing	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -
TASK 8 - POST CONSTRUCTION SERVICES (Lump Sum)											
8.1.1	Final Inspection and Documentation	0.0	12.0	12.0	0.0	0.0	0.0	4.0	1.0	\$ -	\$ 5,870.00
8.1.1.1	Subconsultant for Survey Control and Construction Acceptance (TBD)									\$ 5,000.00	\$ 5,000.00
8.1.2	Final Punch List	0.0	0.0	0.0	4.0	0.0	0.0	1.0	1.0	\$ -	\$ 795.00
8.1.3	Final Construction Certification	0.0	1.0	5.0	4.0	0.0	0.0	2.0	1.0	\$ -	\$ 2,170.00
8.2.1	Record Drawings	0.0	1.0	0.0	0.0	2.0	16.0	1.0	0.0	\$ -	\$ 2,634.00
8.3	Final Construction Report (FCR)	0.0	1.0	10.0	0.0	20.0	0.0	8.0	2.0	\$ -	\$ 6,167.00
8.4	Airport Layout Plan Record Drawing Update - NIC									\$ -	\$ -
8.5	Airport Pavement Management Plan Update - NIC									\$ -	\$ -
	Subtotal Section 8 - Post Construction Services	0.0	15.0	27.0	8.0	22.0	16.0	16.0	5.0	\$ 5,000.00	\$ 22,636.00
TOTAL PROJECT BUDGET											\$ 120,834.20

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Consultant's indemnity obligations under Paragraph 2 of this Agreement.

CONSULTANT shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONSULTANT shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email Auditorap@mendocinocounty.org.

Additional information regarding the Bank of America Program is also available at:

http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general_-vanity_-sg01vn000r_epayablesvendors_-na

EXHIBIT E

FEDERAL REQUIREMENTS

REQUIRED FEDERAL CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES (A/E) CONTRACTS

The following provisions, if applicable, are hereby included in and made part of the attached Contract between County of Mendocino (COUNTY) and Mead & Hunt, Inc. (CONSULTANT).

I. ACCESS TO RECORDS AND REPORTS [2 CFR § 200.333, 2 CFR § 200.336, FAA Order 5100.38]

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

II. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY [41 CFR part 60-4, Executive Order 11246]

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

Timetables

Goals for minority participation for each trade:	23.2%
Goals for female participation in each trade:	6.9%

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

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

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

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **Town of Covelo, Mendocino County, State of California.**

III. BREACH OF CONTRACT TERMS [2 CFR § 200 Appendix II(A)]

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

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

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

IV. GENERAL CIVIL RIGHTS PROVISIONS [49 USC § 47123]

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

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

V. TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS [49 USC § 47123, FAA Order 1400.11]

Compliance with Nondiscrimination Requirements:

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

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to

the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

VI. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES [49 USC § 47123, FAA Order 1400.11]

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

VII. CLEAN AIR AND WATER POLLUTION CONTROL [2 CFR § 200, Appendix II(G)]

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

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

VIII. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS [2 CFR § 200, Appendix II(E)]

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

IX. DEBARMENT AND SUSPENSION [2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5]

CERTIFICATION OF CONSULTANT REGARDING DEBARMENT

By entering into this Agreement, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

X. DISADVANTAGED BUSINESS ENTERPRISE [49 CFR part 26]

Contract Assurance (§ 26.13) – The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

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

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime contractor receives from COUNTY. The prime

contractor agrees further to return retainage payments to each subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the COUNTY. This clause applies to both DBE and non-DBE subcontractors.

XI. DISTRACTED DRIVING [Executive Order 13513, DOT Order 3902.10]

TEXTING WHEN DRIVING

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

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

XII. ENERGY CONSERVATION REQUIREMENTS [2 CFR § 200, Appendix II(H)]

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

XIII. EQUAL EMPLOYMENT OPPORTUNITY (EEO) [2 CFR 200, Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3, Executive Order 11246]

EQUAL OPPORTUNITY CLAUSE

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for

employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to

community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts

of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit

reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

XIV. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) [29 USC § 201, et seq]

This contract incorporates by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

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

XV. Foreign Trade Restriction [49 USC § 50104, 49 CFR part 30]

By entering into this contract, the Contractor certifies that, with respect to this contract, the Contractor –

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

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

The Contractor must provide immediate written notice to the Owner 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 Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

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

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

XVI. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES [31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(J), 49 CFR part 20, Appendix A]

CERTIFICATION REGARDING LOBBYING

The Contractor certifies by entering into this contract, to the best of his or her knowledge and belief, that:

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

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

XVII. OCCUPATIONAL SAFETY AND HEALTH ACT [29 CFR part 1910]

This contract and all subcontracts incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable

requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

XVIII. PROHIBITION OF SEGREGATED FACILITIES [41 CFR § 60]

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

XIX. TAX DELINQUENCY AND FELONY CONVICTIONS [Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), DOT Order 4200.6]

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

- 1) The applicant represents that it is (☐) is not (☒) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a

timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

- 2) The applicant represents that it is (☐) is not (☒) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

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

Term Definitions

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

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

XX. TERMINATION OF CONTRACT [2 CFR § 200 Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09]

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

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

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

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

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

TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)

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

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

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

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

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

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause. If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

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

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

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

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

XXI. VETERAN'S PREFERENCE [49 USC § 47112(c)]

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

EXHIBIT F

DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS COMPLIANCE WITH SB 854

SB 854 (Stat. 2014, chapter 28) made several changes to the laws governing how the Department of Industrial Relations (DIR) monitors compliance with prevailing wage requirements on public works projects.

These requirements apply to all public works that are subject to the prevailing wage requirements of the Labor Code, without regard to funding source.

1. Duty to notify DIR when awarding a contract for a public works project, using the online PWC-100 form. This requirement, found in Labor Code Section 1773.3, applies to all public works projects.

2. Public Works Contractor Registration Program

- a. All contractors and subcontractors who bid or work on a public works project must register and pay an annual fee to DIR.
- b. An awarding body may not accept a bid or enter into a contract for public work with an unregistered contractor.

DIR maintains an up-to-date listing of registered contractors.

There are exceptions to the registration requirement for bidders in circumstances where a CSLB license would not be required at the time of bidding.

Additional exceptions and protections are included in the registration laws to limit bid challenges, allow some violations to be cured through payment of penalty fees and allow unregistered contractors to be replaced with registered ones.

2. Notice Requirements

- a. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- b. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- c. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- d. The prime contractor must post the following job site notices prescribed by regulation [pursuant to Calif. Code Reg. 16451(d)]:

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor

Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

"The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number: (707) 576-2362

"Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

"Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.

"For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at www.dir.ca.gov/dlse/PublicWorks.html."

3. Furnishing of electronic certified payroll records to Labor Commissioner
 - a. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).
4. The prime contractor is required to secure the payment of worker's compensation to his or her employees pursuant to Labor Code Section 1860.
5. The project is subject to prevailing wages. Pursuant to the provisions in Section 1773 of the Labor Code of the State of California, the Board of Supervisors of the County of Mendocino has obtained from the Director of the Department of Industrial Relations the general prevailing rate of wages, and the schedule of employer payments for health and welfare, vacation, pension and similar purposes in the County. Interested parties may review these wage rates and

schedules at the Department of Transportation, 340 Lake Mendocino Drive, Ukiah, California. The successful Contractor shall obtain a copy of prevailing wage rates from the Engineer and shall post same at a prominent place at the job site pursuant to Labor Code Section 1771.4.

6. For this contract, the general prevailing rate of wages as ascertained by County shall be those in effect on the bid date. Future effective wage rates, which have been predetermined and are on file with the Department of Industrial Relations, are referenced in the published wage rates of the Director of the Department of Industrial Relations at www.dir.ca.gov.