

Southern California
LOGISTICS AIRPORT

REQUEST FOR QUALIFICATIONS

PROJECT #CC21-015

FOR

AIRPORT ENGINEERING SERVICES

Due Date:

OCTOBER 1, 2020

2:30 P.M., PST

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
PROJECT #CC21-015 AIRPORT ENGINEERING SERVICES
REQUEST FOR QUALIFICATIONS
TABLE OF CONTENTS**

This solicitation package includes the sections and subsections listed below. If any of these items are missing from your solicitation package, please notify the contact identified in Paragraph 13 – *Written Questions and Answers*.

NOTICE INVITING QUALIFICATIONS..... A-1

SECTION A – INSTRUCTIONS / REQUIREMENTS

GENERAL INFORMATION.....	A-3
DESCRIPTION OF PROJECT AND LOCATION.....	A-3
LIST OF PROJECTS.....	A-4
GENERAL SCOPE OF SERVICES.....	A-5
SOQ REQUIREMENTS.....	A-7
EVALUATION AND SELECTION PROCESS.....	A-9
SUBMISSION.....	A-9
SCHEDULE.....	A-10
MISCELLANEOUS.....	A-10
LABOR REQUIREMENTS.....	A-13
TERMINATION FOR CONVENIENCE.....	A-14
TERMINATION FOR DEFAULT.....	A-14
WRITTEN QUESTIONS AND ANSWERS.....	A-15

SECTION B FEDERAL REQUIREMENTS..... B-1

SECTION C REQUIRED FORMS

A. SUBMISSION CERTIFICATION.....	C-1
B. PROPOSER’S IDENTIFICATION.....	C-2
C. CUSTOMER REFERENCES.....	C-3
D. EXCEPTION FORM.....	C-4
E. WORKER’S COMPENSATION.....	C-5
F. SIGNATURE AUTHORIZATION.....	C-6
G. QUESTIONNAIRE PCC 10162.....	C-7
H. NON-COLLUSION DECLARATION.....	C-8
I. DEBARRED CERTIFICATION ACKNOWLEDGMENT.....	C-9
J. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT.....	C-11
K. NON-LOBBYING CERTIFICATION.....	C-12
L. DISCLOSURE OF LOBBYING ACTIVITIES.....	C-13
M. CERTIFICATE OF OFFERORS TAX DELINQUENCY/FELONY.....	C-17

APPENDIX A – SOQ EVALUATION FORM

SAMPLE CONSULTANT PROFESSIONAL AGREEMENT

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
PROJECT #CC21-015 AIRPORT ENGINEERING SERVICES
REQUEST FOR QUALIFICATIONS**

NOTICE INVITING QUALIFICATIONS

- I. **GENERAL INFORMATION:** The Southern California Logistics Airport Authority (SCLAA) is soliciting statements of qualifications from consultants that may lead to the award of one or more annual contracts for **AIRPORT ENGINEERING SERVICES, PROJECT #CC21-015** at the Southern California Logistics Airport (SCLA). Consultants will be required to submit a Statement of Qualifications describing in detail the consultant's qualifications and experience with engineering services at commercial airports commensurate with the needs of the SCLA.
- II. **SEALED BIDS:** Notice is hereby given that sealed Statements of Qualifications (SOQ) for the consulting services to be done as described in the Contract Documents for **PROJECT #CC21-015 AIRPORT ENGINEERING SERVICES** shall be received by the Finance Division of the Administrative Services Department 2nd Floor **UNTIL 2:30 P.M. PST ON OCTOBER 1, 2020**, at City Hall 14343 Civic Drive Victorville. **BIDS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED AND RETURNED UNOPENED.**

CONSULTANTS SHALL NOT SUBMIT ANY COST INFORMATION WITH THE STATEMENT OF QUALIFICATIONS SUBMITTAL. ANY STATEMENT OF QUALIFICATION SUBMITTAL CONTAINING COST INFORMATION SHALL NOT BE CONSIDERED BUT RETURNED TO THE CONSULTANT.

Costs of developing the SOQ are the responsibility of the Consultant and shall not be billable to the SCLAA.

- III. **CONTRACT DOCUMENTS:** A full set of the Contract Documents applicable to this Project, including specifications, provisions, requirements, and contract forms are available at www.ebidboard.com. For additional information contact Celeste Calderon by phone at (760) 955-5082 or by email at cmcalderon@victorvilleca.gov.
- IV. **WAGE RATES:** This Project is subject to both the California Prevailing Wage Law and the Federal Davis-Bacon Prevailing Wage Law. Contractor shall be responsible for complying with the requirements of both legal structures, as set forth in the Contract Documents, including without limitation, payment of the higher of the two wage rates. SCLAA retains full oversight of all labor compliance requirements, both federal and state. The Consultant, will be required to provide SCLAA with copies of all monthly discrepancy notices, and a monthly report on the status of all covered Prevailing Wage Work, detailing all labor compliance activities performed on the projects. SCLAA will conduct a monthly review of the labor compliance activities, including withholding payments for failure to comply.
- V. **FEDERAL PROVISIONS:** The consulting services to be done are being financed in whole or in part by means of a grant made by the United States acting through the Federal Aviation Administration of the Department of Transportation. This Project is subject to the Federal statutes, regulations and provisions set forth below and in the Contract Documents.
- a. Buy American Preference – Section B1 Federal Requirements - Section B-1.04
 - b. Foreign Trade Restriction – Section B1 Federal Requirements - Section B-1.24
 - c. Davis Bacon – Section A Instructions to Bidders – Section XIII and Section B1 Federal Requirements – Section B-1.12
 - d. Government-Wide Debarment and Suspension – Section A Instructions to Bidders – Section XXI, and Section B1 Federal Requirements - Sections B-1.13, B-1.14, and B-1.15
 - e. Disadvantaged Business Enterprise – Section B1 – Federal Requirements Sections- B-1.16 through B-1.18. The requirements of 49 CFR Part 26 apply to this Project. The SCLAA's award of a contract hereunder is conditioned upon the bidder satisfying the good faith efforts

requirements of 49 CFR §26.53 and submitting the information and forms specified therein and in Sections B-1.16 through B-1.18 hereof. The DBE goal for this Project is 7.0%.

- f. Procurement of Recovered Materials – Section B1 – Federal Requirements Section B-1.28
- g. Civil Rights – Title VI Solicitation Notice: The SCLAA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- h. Civil Rights – Title VI Assurances – Section B1 Federal Requirements - Section B-1.07
- i. Affirmative Action – Section B1 Federal Requirements - Section B-1.02
- j. Certification Regarding Lobbying Federal Restriction – Section B1 Federal Requirements - Section B-1.25

Date: _____

Sarah Dilsworth, Assistant Authority Secretary

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
PROJECT #CC21-015 AIRPORT ENGINEERING SERVICES
REQUEST FOR QUALIFICATIONS**

SECTION A INSTRUCTIONS / REQUIREMENTS

1. GENERAL INFORMATION

The Southern California Logistic Airport Authority (SCLAA) is soliciting qualifications from consultants that may lead to the award of one or more annual contracts for **AIRPORT ENGINEERING SERVICES**. Statements of Qualifications (SOQ) will be received until **2:30 p.m. PST on OCTOBER 1, 2020**.

Consultants will be required to submit a Statement of Qualifications describing in detail the consultant's qualifications and experience with engineering services at commercial airports commensurate with the needs of the SCLA.

The SOQ will be evaluated based on the criteria outlined in this Request for Qualifications (RFQ), in accordance with FAA Advisory Circular 150/5100-14 as amended, "Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects", and a short list of qualified consultants will be developed. The SCLA staff will numerically rank those consultants with the most qualified consultant as "number one" (hereafter to be referred to as the "Selected Consultant"). All other consultants will be numerically ranked in the order of being the next most qualified to perform the required engineering services. The SCLAA desires to enter annual contracts with the Selected Consultant to provide airport engineering services related to future FAA funded Airport Improvement Program (AIP) for a period of time not to exceed five years in duration. Each year the SCLAA will confer with the Selected Consultant to develop a mutually agreed upon detailed Scope of Services for the project(s) to be completed during that year, with the first project being the construction management of the Runway 17/35 Reconstruction Project – Phase III. The SCLAA will then enter into a fee negotiation with the Selected Consultant to perform the airport engineering services described in the detailed Scope of Services. In the event that the SCLAA and the Selected Consultant are unable to mutually agree upon a fair and reasonable price, the SCLAA shall terminate negotiations with the Selected Consultant and commence new negotiations with the "number two" ranked consultant. This procedure shall be continued with the qualified consultants in the sequence of ranking established by the selection process until a mutually satisfactory contract has been negotiated.

THE CONSULTANT SHALL NOT SUBMIT ANY COST INFORMATION WITH THE STATEMENT OF QUALIFICATIONS SUBMITTAL. ANY STATEMENT OF QUALIFICATION SUBMITTAL CONTAINING COST INFORMATION SHALL NOT BE CONSIDERED BUT RETURNED TO THE CONSULTANT.

Any contract awarded as a result of this RFQ will be awarded without discrimination based on race, color, religion, age, sex, sexual orientation, or national origin.

Costs of developing the SOQ are the responsibility of the Consultant and shall not be chargeable to the SCLAA.

2. DESCRIPTION OF PROJECT AND LOCATION

The SCLA encompasses approximately 2,500 acres of the former George Air Force Base (GAFB) and is in northwest corner of the City of Victorville, in the southeast corner of Mojave Desert approximately 90 miles northeast of Los Angeles. GAFB was officially decommissioned in December 1992.

The Southern California International Airport (SCIA), the immediate predecessor to the SCLA, opened in October 1994, when the Air Force executed a lease for 2300 acres of the former

base. The SCIA was granted an FAA Part 139 certificate in February 1995 to serve scheduled aircraft carrying over 30 passengers. The former GAFB is now being developed as an aircraft maintenance and completion center under the SCLA name. During the past few years, a master plan has been developed for orderly growth and transformation of the SCLA.

The SCLA has two runways and eleven taxiways. The longer runway, Runway 17/35, is a precision runway and is 15,050 feet long. The SCLA has many navigational aids, including a Localizer, VOR, four Precision Approach Path Indicator (PAPI) systems, two Runway End Identifier Lights (REIL) systems, a segmented circle with a primary wind cone, and two secondary lighted wind cones.

The airport engineering services for the SCLA (VCV) will be federally funded by the Federal Aviation Administration under the guidance of AC 150/5100-14, as amended for Consultant Services.

3. LIST OF PROJECTS

The SCLAA desires to complete the projects depicted on its current 5-year FAA Airport Capital Improvement Plan (ACIP), as listed below within the next five years. This list of projects is tentative and is subject to change annually as the ACIP is revised. Consequently, the nature of the airport engineering services, and the annual contracts required during the five-year period may also be revised in accordance with the ACIP. That notwithstanding, all projects anticipated herein will be related to airfield pavement. The availability of funding may require that some projects be postponed, eliminated, or expedited. ***However, consultants desiring to submit a SOQ must demonstrate the qualifications and ability to perform all the required professional services, as described in Section 4 of this RFQ, for all the following listed projects.***

FY 2020/2021 – Runway 17/35 Reconstruction – Phase III: The third of six phases of a multi-year project. The execution of an airport engineering contract for construction management, surveying, administration, DBE administration, and materials testing is anticipated before August 1, 2020. Selection of construction contractor is anticipated on or around October 20, 2020. Expected construction duration is approximately 6 months, commencing on or around February 2, 2021.

FY 2022/2023 – Runway 17/35 Reconstruction – Phase IV: The fourth of six phases of a multi-year project. The execution of an airport engineering contract for planning, phasing, scoping, preparation of bid documents, construction management, surveying, administration, DBE administration, and materials testing is anticipated before May 1, 2022.

FY 2023/2024 – Runway 17/35 Reconstruction – Phase V: The fifth of six phases of a multi-year project. The execution of an airport engineering contract for planning, phasing, scoping, preparation of bid documents, construction management, surveying, administration, DBE administration, and materials testing is anticipated before May 1, 2023.

FY 2024/2025 – Runway 17/35 Reconstruction – Phase VI: The sixth of six phases of a multi-year project. The execution of an airport engineering contract for planning, phasing, scoping, preparation of bid documents, construction management, administration, DBE administration and materials testing is anticipated before May 1, 2024.

FY 2025/2026 – Runway 3/21 Reconstruction – Phase III: The third phase of a multi-year project. The execution of an airport engineering contract for phasing, scoping, preparation of bid documents, construction management, administration, DBE administration and materials testing is anticipated before May 1, 2025.

4. GENERAL SCOPE OF SERVICES

The SCLAA anticipates a need for a variety of professional services in order to complete future FAA funded Airport Improvement Program (AIP) Projects. ***This General Scope of Services depicts a range of professional services that might be required and will serve as the basis by which the SCLAA will assess the qualifications of the consultants submitting SOQs.*** However, the SCLAA is under no obligation to negotiate or award a Contract for any or all these services.

- A. Assist in the preparation and development of Airport Capital Improvement Programs (ACIPs).
- B. Conferring with the SCLA staff on project requirements, finances, schedules, and design concepts of the project. Coordinate with the Federal Aviation Administration (FAA) in grant proposals, performance, and closeout.
- C. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for preliminary design considerations.
- D. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations, preliminary layouts and cost estimates.
- E. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
- F. Preparing necessary engineering reports and recommendations.
- G. Preparing detailed plans, specifications, bid documents, and cost estimates.
- H. Preparation of quality control plans and safety plans.
- I. Printing and providing necessary copies of engineering drawings and contract specifications.
- J. Assisting the SCLAA in advertising and securing bids, negotiating for services, analyzing bid results, and furnishing recommendations on the award of contracts.
- K. Providing consultation and advice to the SCLAA during all phases of construction.
- L. Representing the SCLAA at preconstruction conferences.
- M. Inspecting work in progress periodically and providing appropriate reports to the SCLAA and the FAA.
- N. Reviewing and approving materials and shop and erection drawings submitted by contractors for compliance with design concept.
- O. Reviewing, analyzing, and approving laboratory and mill test reports of materials and equipment.
- P. Preparing and negotiating change orders and supplemental agreements.
- Q. Observing or reviewing performance tests required by specifications.
- R. Determining amounts owed to contractors and assisting the SCLAA in the preparation of payment requests for amounts reimbursable from grant projects.
- S. Making final inspection and submitting reports of the completed project to the SCLAA.
- T. Soils investigations, including core sampling, laboratory tests, related analyses, and reports.
- U. Land surveys and topographic maps.
- V. Field and/or construction surveys.
- W. Photogrammetric surveys.
- X. Onsite construction inspection and/or management involving the services of a full-time resident engineer(s), inspector(s), or manager(s) during the construction or installation phase of a project. This differs from the periodic inspection responsibilities included as part of the basic services.
- Y. CM TRACKING AND REPORTING DBE Participation:
The Construction Manager (CM) will implement a system or comply with an Airport approved electronic system for tracking and reporting progress toward the Airport's goals

for DBE participation. The CM will assign a DBE Compliance Manager who will be responsible for coordinating the compilation and submission of DBE participation reports to the Airport consistent with the Airport's DBE Program and 49 CFR part 26 requirements

The primary goal of this reporting will be to track the eligible dollar amounts awarded to DBE contractors and to ensure that these commitments are actualized through payments to the DBE firms prior to contract completion. These reports will be used to keep all stakeholders informed of the level of DBE involvement in the Project and to demonstrate compliance with the Airport's DBE Program.

In conformance with the Airport' DBE Program the DBE Compliance Manager will prepare monthly, annual, and final reports on DBE participation for the Project. This report will include all aspects of the implementation of the General Contractors DBE Plan. In addition, at the conclusion of the Project, the CM will prepare and submit a final report on DBE participation, reflecting final contract amounts and payments.

The Construction Manager's DBE Compliance Manager will lead the Team's efforts to monitor DBE contracts once they have been awarded. Contract compliance monitoring will include, but will not be limited to:

- The CM will confirm and document that all firms proposed towards DBE goal participation are eligible to be credited as proposed. This will include but is not limited to verifying certification, NAICS codes, firm capacity and commercially useful function requirements. The DBE Compliance Manager will routinely review the current certification status of the submitting firms to make sure that only certified firms participate on contracts as the identified DBE firm. The DBE Compliance Manager will implement corrective action, as required, to make sure that the Airport is apprised of the certification status of DBE firms participating on contracts.
- The CM will verify that the Contractors DBE utilization plans have been submitted, reviewed, and found to be compliant with DBE participation documentation received prior to award. The DBE Compliance Manager will review original DBE commitments and monitor the continued utilization of DBE firms. In addition, the CM site/field monitoring staff will perform Commercially Useful Function on-site interviews and provide the Airport written verification of the monitoring to ensure that the DBE firms credited towards the DBE goal are performing in the capacity committed. The CM site/field monitoring staff will notify the DBE Compliance Manager of all contractors, suppliers, and consultants providing service, on a routine basis or upon request, to facilitate complete capture of all contract DBE participation.
- In the event there is good cause to terminate or substitute a DBE firm's contract (either fully or partially) the CM will ensure that the Contractor submits a formal DBE Change Request to the Airport and does not move forward with any termination or substitution unless written approval is received from the Airport. DBE Change Requests will require the Contractor to address and provide reasoning to demonstrate "good cause" for the un-actualized commitment and document sufficient good faith efforts, in conformance with 49 CFR part 26.53.
- The DBE Compliance Manager will review DBE participation as a result of all change orders or modifications to contracts and evaluate their impact on DBE utilization; this information will be relayed to the Airport to report the status of DBE

firms participating on contracts. Additionally, should change orders or modifications to contracts create a DBE commitment and/or attainment shortfall, the CM will work with the Contractor to increase the DBE participation to meet the goal and provide documentation of these good faith efforts to the Airport.

- The DBE Compliance Manager will verify that payments to DBEs have been verified and approved. The DBE Compliance Manager will document that DBE progress reports are submitted by service firms, contractors, and suppliers, as required. Additionally, the CM will assist with monitoring implementation of prompt payment and retention requirements. Prompt payment and retention release requirements apply to all firms, both DBE and non-DBE and the CM must ensure these payments are tracked and reported to the Airport. Such reports will be reviewed on a monthly basis to make sure that firms are being meaningfully employed in a manner that is consistent with the submitted DBE utilization plan. CM Site/ field monitoring staff will take direction from the DBE Compliance Manager to facilitate the timely submission of all forms. The DBE Compliance Manager will review the periodic reports to make sure that DBEs are performing on the Project and are receiving payment for their services prior to submission of these reports to the Airport. The DBE Compliance Manager will prepare and distribute communication procedures and reports to make sure that the Airport is aware of the status of DBE firms participating on specific contracts.

Special Services

- 1) Special environmental studies and analyses.
- 2) Preparation of as-constructed (as-built) plans.
- 3) Assisting the SCLAA in the preparation of necessary applications for local, State, and Federal grants.
- 4) Preparation of or updating the airport layout plan.
- 5) Preparation of aerial photos.
- 6) Preparation of property maps.

5. SOQ REQUIREMENTS

A. SOQs **MUST** be submitted in the following format:

1. Cover Page - Submit a letter, on letterhead stationery, signed by a duly authorized officer, employee, or agent of the consultant submitting the SOQ. The cover letter shall include the following information:
 - a. A statement that the SOQ is submitted in response to the RFQ FOR AIRPORT ENGINEERING SERVICES.
 - b. A description of the Consultant's legal name, address, telephone numbers, FAX number, email address, contact person, and ownership structure.
 - c. A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the SCLAA on behalf of the consultant.
 - d. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit a SOQ on behalf of the consultant.
 - e. Signature of an individual or individuals to bind the prospective Consultant contractually.
2. Table of Contents - A complete table of contents for the entire SOQ with respective page numbers opposite each topic shall be included.

3. Certifications and Attachments

- a. Attachments A-H must be completed and signed.
- b. If the Consultant is a corporation, the SOQ shall include a statement regarding the Consultant's ability to certify that the corporation is in good standing to "do business" in California. Doing business is defined by Revenue and Taxation Code 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. If the Consultant is awarded the contract and found to have an invalid corporate status with the California Secretary of State's Office, award will be voided unless the Consultant can provide validity of corporate status within five (5) working days of notification of award.
- c. The SOQ shall include a statement regarding the Consultant's willingness, commitment, and ability to comply with nondiscrimination requirements of the State of California pertaining to the development, implementation and maintenance of a nondiscrimination program. The prospective consultant's signature affixed to and dated on the cover letters shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 11102; and the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964, 49 CFR, Subtitle A, Part 21 and 23 CFR Part 200 for federally funded projects.

4. Statement of Experience - Include the following in this section of the SOQ:

- a. Number of years the consultant has been in business under the present business name, as well as related prior business names.
- b. Provide a list of airport engineering services which were completed by the consultant in the last five (5) years that are like those depicted in Section 3 of this RFQ. Include the location and cost for each project as well as noting the staff utilized in the performance of the services, and the role of each staff member.
- c. Utilizing the list of similar projects detailed in Item b above, describe the elements of the Section 4 (General Scope of Services) that the Consultant has performed. If need to address all the elements of Section 4, Consultant may draw upon similar projects that were completed in the last ten (10) years.
- d. List the principals and key personnel **to be utilized at the SCLA**, their background, qualifications, and their recent experience with projects like those depicted in Section 3 of this RFQ.
- e. List the name, address, and phone number of at least three (3) airport sponsors that can be used as references on recently completed projects.
- f. List any applicable licenses or permits presently held by the business, and the Consultant's staff that will be performing the contemplated services.
- g. Describe the Consultant's familiarity with the SCLA.
- h. Describe the Consultant's familiarity with applicable FAA standards and requirements.
- i. Describe the Consultant's familiarity and rapport with the Los Angeles Airports District Office and applicable procedures.

- j. Describe the Consultant's capability to meet time and budget requirements, and the Consultant's anticipated availability for the proposed Fiscal Year 2020/2021 project.

B. The SOQ **SHALL NOT** exceed 40 pages single-sided, size 8 ½" x 11" and shall not include company brochures. The 40-page limit does not include covers, dividers, or Attachments A-H; it does include appendices and transmittal letter(s). SOQs must be typed or prepared with word processing equipment. Typeface must be no less than 12 pt. font. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom of the page.

6. **EVALUATION AND SELECTION PROCESS**

The SCLAA will utilize the qualifications-based selection process in accordance with the terms as described in this Request for Qualifications (RFQ) to determine the consultant to provide the Engineering Services. Consultants will be ranked numerically, based on the criteria depicted on the SOQ Evaluation Form (Appendix A), and possibly interviews. The top ranked consultant will be designated as "number one" (hereafter to be referred to as the "Selected Consultant"). All other consultants will be numerically and sequentially ranked as specified above to perform the required professional services.

Failure to meet all of the requirements, as indicated in Section 5, is caused to reject any SOQ. The SCLAA may, at its sole discretion, waive a minor irregularity, defect, or variation if it is considered by the SCLAA to be inconsequential. In such cases, the consultant will be notified of the deficiency in the SOQ and given an opportunity to correct the irregularity, defect, or variation or the SCLAA may elect to waive the deficiency and accept the SOQ. Any information provided "outside" the formal RFQ process will be disregarded.

It is the intent of the SCLAA to enter one or more annual contracts through competitive negotiations with the Selected Consultant. Subject to the final award of contracts by the governing board of the SCLAA and, subject to concurrence of the FAA, the contracts shall be awarded in accordance with the terms of this RFQ.

7. **SUBMISSION**

The Consultant shall deliver the following products to the SCLAA at a minimum:

- Statement of Qualifications – 6 sets of printed bound, and one CD.

Mailing Address: Celeste Calderon
City of Victorville
Purchasing Division
14343 Civic Drive
Victorville, CA 92392

FAX copies will not be accepted. SOQs will be received until **2:30 p.m. PST on October 1, 2020.** The SOQ shall be entitled **Statement of Qualifications for AIRPORT ENGINEERING SERVICES, PROJECT #CC21-015.** The outside of the envelope or box in which the SOQs are submitted shall be clearly marked as follows:

- The title for this SOQ.
- Consultant's name.
- **"DO NOT OPEN UNTIL OCTOBER 1, 2020, 2:30 P.M. PST"**

Any SOQ received prior to the date and time specified above for the receipt of SOQs may be withdrawn or modified by written request of the prime consultant. To be considered, however, the modified SOQ must be received by the time and date specified above.

8. SCHEDULE

The goal of the SCLAA is to have consultant selection completed by November 17, 2020. The following is the tentative schedule:

Request for Qualifications is available.....September 4, 2020
Request for Information Deadline.....September 23, 2020, 12:00 p.m. PST
Deadline for receipt of SOQ's.....October 1, 2020, 2:30 p.m. PST

9. MISCELLANEOUS

- A. Property Rights: SOQs received within the prescribed deadline become the property of the SCLAA and all rights to the contents therein become those of the SCLAA.
- B. Confidentiality: Before award of the contract, all SOQs will be designated confidential to the extent permitted by the California Public Records Act (Chapter 3.5 of Division 7 of Title 1 of the California Government Code). After award of the contract (or if not awarded, after rejection of all SOQs), all responses will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the SOQs as confidential will be regarded as non-effective and will be disregarded.
- C. Amendments to RFQs: The SCLAA reserves the right to amend the RFQ by addendum before the final proposal submittal date.
- D. Conflicts of Interest: The prospective Consultant shall disclose any financial, business or other relationship with the SCLAA that may have an impact upon the outcome of this contract or any ensuing SCLAA airport engineering services. The prospective Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or possible airport engineering projects.
- E. DBE Requirements: The DBE goal is 10.0% and the CM must comply with all DBE reporting requirements consistent with the Airport's DBE Program and 49 CFR part 26.
- F. Responsibility of Prospective: If it is found that a prospective Consultant is not responsible (i.e. has not paid taxes, is not a legal entity, submitted a proposal without an authorized signature, falsified any information in the SOQ package, etc.), the SOQ will be rejected.
- G. Indemnification: Notwithstanding the limits of any insurance, Consultant shall indemnify the SCLAA, its officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Consultant, its agents, employees, subconsultants, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Consultant hereunder, or arising or alleged to arise from Consultant's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of the SCLAA its officials, officers, agents, volunteers or employees, and in connection therewith:

1. Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
2. Consultant will promptly pay any judgment rendered against the SCLAA, its officials, officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Consultant's (or its agents', employees', or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Consultant agrees to save and hold the SCLAA, its officials, volunteers, officers, agents, and employees harmless there from;
3. In the event the SCLAA, its officials, officers, agents, volunteers or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant shall pay to the SCLAA, its officials, volunteers, officers, agents or employees, any and all costs and expenses incurred by the SCLAA, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to the SCLAA.
4. Contractor's duty to defend and indemnify as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of, or pursuant to, any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

The Consultant's indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Consultant shall require the same indemnification from all subconsultants.

- H. Insurance: Consultant's attention is directed to the insurance requirements set-forth.
- a. Consultant shall be required to procure and maintain at its own expense, during the Initial Term of this Agreement (and during the Option Period, if applicable), Commercial General Liability Insurance, of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Consultant or its officers, employees, servants, volunteers, and agents and independent contractors.
 - b. Consultant shall further be required to procure and maintain, at its own expense, during the Initial Term of this Agreement, (and during the Option Period, if applicable), Commercial Vehicle Liability Insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) combined single limit, covering any

vehicle utilized by Consultant or its officers, employees, servants, volunteers, agents and independent contractors in performing the services required by this Agreement.

WORKERS' COMPENSATION INSURANCE

a. Consultant shall be required to procure and maintain at its own expense, during the Initial Term of this Agreement (and during the Option Period, if applicable), Workers' Compensation Insurance, providing coverage as required by the California State Workers' Compensation Law.

b. If any class of employees employed by the Consultant pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Consultant shall provide adequate insurance for the protection of such employees to the satisfaction of the SCLAA.

PROFESSIONAL LIABILITY INSURANCE

Professional Liability Insurance or Errors and Omissions insurance as appropriate to Consultant's profession shall be required and written on a policy form specifically designed to provide coverage for and protect against the negligent acts, errors and omissions of the Consultant in the performance of the services required by this Agreement. A minimum limit of \$1,000,000 per claim and in the aggregate must be provided.

ADDITIONAL INSURED

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, all insurance policies, except for the Workers' Compensation and Professional Liability, shall be endorsed to name the SCLAA, the City of Victorville, their officers, employees, servants, volunteers, agents and independent contractors, including, without limitation, the Authority Legal Counsel, as additional Insureds.

WAIVER OF SUBROGATION RIGHTS

Consultant shall require the carriers of all required insurance policies, with exception to Professional Liability, to waive all rights of subrogation against the SCLAA, the City of Victorville and their officers, employees, servants, volunteers, agents, and independent contractors and subconsultants. Each policy of insurance shall be endorsed to reflect such waiver.

PROOF OF INSURANCE COVERAGE; REQUIRED ENDORSEMENTS

a. Consultant shall secure from a good and responsible company or companies authorized to transact insurance business in the State of California, the policies of insurance required by this Agreement and furnish to the Authority Secretary certificates of insurance evidencing the required coverage, and policy endorsements at least one (1) business day prior to the commencement of any services to be performed under this Agreement.

b. The policies and certificates of insurance shall be endorsed to provide that in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the SCLAA shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of cancellation for non-payment, ten (10) days advance written notice shall be given.

c. Each policy and certificate of insurance shall be endorsed to provide that the policy shall not be terminated or expire without first providing thirty (30) days written notice to the SCLAA of such termination or expiration.

d. Each policy and certificate of insurance shall be endorsed to provide that the policy will be maintained throughout the Initial Term (and during the Option Period, if applicable), of this Agreement.

e. The Commercial General Liability and Vehicle Liability policies shall be endorsed to contain the following provision: "For any claims related to this Agreement, Consultant's coverage shall be primary with respect to the SCLAA. Any insurance maintained by the SCLAA shall be in excess of Consultant's insurance and shall not contribute with it."

Consultant shall review the sample agreement, attached hereto, for additional required insurance criteria.

- I. Business License: The Consultant and Sub-consultant(s) shall be required to keep in force throughout the life of the contract, a City of Victorville Business License.
- J. Safety and Security: The Consultant and Sub-consultant(s) shall comply with OSHA regulations applicable to all included projects regarding necessary safety equipment or procedures. The Consultant shall procure, at its own expense, Airport Access Badges.

10. LABOR REQUIREMENTS: Subject to both State and Federal Prevailing Wage Rates

- Consultant will be required to pay the highest wage between Federal and State Rates
- Federal Wage rate subject to modifications and the determination and the modification issued 10 working days prior to the proposal due date will apply to the contract.
- Current Federal wage Determination/Modification:) ca22: CA20200026; MOD 7; Revised June 11, 2020; building, heavy, highway)
- **Federal Wage Determinations must be physically included in the solicitation document**
- State Determination that applies is based on the date the solicitation is advertised and can be included by reference
- Current California DIR prevailing wage determination: 2020-1
- Projects involving public works require registration with the DIR
- Proposers and their subconsultants who are subject to payment of prevailing wages, must be registered with the DIR at the time of proposal submission.
- If proposer anticipates that it or one of its subconsultants will perform services for the Authority that require payment of prevailing wages or intends to perform services that would be covered by California Labor Code, both the consultant and its applicable subconsultants are required to register with the DIR in order to be compliant with the law.
- The definition of "contractor" under Labor Code Section 1722.1 includes anyone that is affected by the public work statutes found in the California Labor Code (Sections 1720-1861). These labor code sections include surveyors, soil testers, and inspection related services.

11. TERMINATION FOR CONVENIENCE:

The SCLAA may, by written notice, terminate this contract in whole or in part, when deemed in the SCLAA's interest. Such action may be without cause and without prejudice to any other right or remedy of SCLAA. Upon receipt of a written notice of termination, except as explicitly directed by the SCLAA, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the SCLAA all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the SCLAA to protect and preserve property and work related to this contract that SCLAA will take possession.

SCLAA agrees to pay Contractor for:

- a. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- b. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- c. Reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- d. Reasonable and substantiated expenses to the contractor directly attributable to SCLAA's termination action.

SCLAA will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the SCLAA's termination action.

The rights and remedies this clause provide are in addition to any other rights and remedies provided by law or under this contract.

12. TERMINATION FOR DEFAULT:

In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) calendar days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) calendar day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) calendar days, so long as the defaulting party commences to cure such default within ten (10) calendar days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Contract. Compliance with the provisions of this Section shall be a

condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action if the dispute is not cured.

13. **WRITTEN QUESTIONS AND ANSWERS:** For purpose of clarification of this RFQ, the prospective Consultants may submit written questions to the SCLAA. All written questions shall be directed to:

Attention: Celeste Calderon
Finance Specialist
Phone: (760) 955-5082
Email: cmcalderon@victorvilleca.gov

All requests must be received on or before September 23, 2020 at PST 12:00 p.m. to allow a reply to reach all competing consultants. **No response shall be given to verbal questions** submitted by telephone or in person. Answers to all relevant questions will be as addenda to the RFQ. The prospective Consultants are encouraged to check the website daily.

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC20-065 RUNWAY 17/35 RECONSTRUCTION PHASE III**

SECTION B FEDERAL REQUIREMENTS

Compliance with the FAA provisions set forth in this Section is required. The Consultant (including all subconsultants) shall insert these same "Required Federal Aviation Administration Provisions" in each; lower tier contract, subcontract, sub-agreement, rental agreement, work done under any purchase orders, and other agreements for supplies or services. Prime Consultant is responsible for compliance with these contract provisions by any subconsultant, lower tier subconsultant, or service provider.

REQUIRED FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS:

B-1.01 Access to Records and Reports:

The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the SCLAA, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three (5) years after final payment is made and all pending matters are closed.

B-1.02 Reserved:

B-1.03 Breach of Contract:

Any violation or breach of terms of this contract on the part of the Consultant or its subconsultants 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 Contract.

SCLAA 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. SCLAA reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the SCLAA elects to terminate the contract. The SCLAA's notice will identify a specific date by which the Consultant must correct the breach. SCLAA may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the SCLAA'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.

B-1.04 Reserved:

B-1.05 General Civil Rights Provisions:

The Consultant 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 Consultant and subconsultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

B-1.06 Civil Rights - Title VI Solicitation Notice:

The SCLAA in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that in

any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B-1.07 Civil Rights - Title VI Clauses for Compliance with Nondiscrimination Requirements:

Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The Consultant (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. **Non-discrimination:** The Consultant, 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 subconsultants, including procurements of materials and leases of equipment. The Consultant 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 Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the consultant'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 Consultant 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 SCLAA 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 Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the SCLAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts is has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the nondiscrimination provisions of this contract, the SCLAA 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 Consultant under the contract until the Consultant complies; and or/
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant 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 Consultant will take action with respect to any subcontract or procurement as the SCLAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the SCLAA to enter into any litigation to protect the interests of the SCLAA. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

B-1.08 Title VI List of Pertinent Nondiscrimination Acts and Authorities:

During the performance of this Contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") 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 consultants, 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.*).

B-1.09 Clean Air and Water Pollution Control:

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the SCLAA immediately upon discovery. The SCLAA assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

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

B-1.10 Contract Work Hours and Safety Standards Act Requirements:

1. Overtime Requirements.

No consultant or subconsultant 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 Consultant and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such consultant and subconsultant 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 SCLAA 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 consultant or subconsultant under any such contract or any other Federal contract with the same prime consultant, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subconsultants.

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

B-1.11 Copeland “Anti-Kickback” Act:

Consultant must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor Regulation 29 CFR part 3. Consultant and subconsultants are prohibited from including, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Consultant and each subconsultant must submit to the SCLAA a weekly statement on the wages paid to each employee performing on covered work during the prior week. SCLAA must report any violations of the Act to the Federal Aviation Administration.

B-1.12 Davis Bacon Requirements:

1. Minimum Wages.

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Consultant and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Consultant and its subconsultants at the site of the

work in a prominent and accessible place where it can easily be seen by the workers.

- (ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (B) If the Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (C) In the event the Consultant, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the consultant shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (iv) If the Consultant does not make payments to a trustee or other third person, the Consultant may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* That the Secretary of Labor has found, upon the written request of the Consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Consultant to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the SCLAA 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 the Consultant under this contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime consultant, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Consultant or any subconsultant the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Consultant, SCLAA, Applicant, or Owner, take such

action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Consultant during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Consultant shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Consultants employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Consultant shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Consultant will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime consultant is responsible for the submission of copies of payrolls by all subconsultants. Consultants and subconsultants shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Consultant will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Consultant, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime consultant to require a subconsultant to provide addresses and social security numbers to the prime consultant for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Consultant or subconsultant or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe

benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Consultant or subconsultant to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

- (iii) The Consultant or subconsultant shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the SCLAA, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Consultant or subconsultant fails to submit the required records or to make them available, the Federal agency may, after written notice to the Consultant and SCLAA, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the consultant as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a consultant is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the consultant's or subconsultant's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Consultant will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as

a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Consultant will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- 5. Compliance with Copeland Act Requirements.
The Consultant shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.
- 6. Subcontracts.
The Consultant or subconsultant shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant with all the contract clauses in 29 CFR Part 5.5.
- 7. Contract Termination: Debarment.
A breach of the contract clauses in paragraphs 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a Consultant and a subconsultant as provided in 29 CFR 5.12.
- 8. Compliance with Davis-Bacon and Related Act Requirements.
All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. Disputes Concerning Labor Standards.
Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the Consultant (or any of its subconsultants) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- 10. Certification of Eligibility.
 - (i) By entering into this contract, the Consultant certifies that neither it (nor he or she) nor any person or firm who has an interest in the Consultant's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

B-1.13 Certification of Offeror/Bidder Regarding Debarment:

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

B-1.14 Certification of Lower Tier Consultants Regarding Debarment:

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

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

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

B-1.15 Termination and Debarment:

A breach of any one of the Sections B-1.10 through B-1.12 may be considered by SCLAA and by the FAA as grounds for termination of the contract and for debarment as provided in 29 CFR 5.6.

B-1.16 Disadvantaged Business Enterprise (DBE) Requirements:

The SCLAA has adopted a Disadvantaged Business Enterprise (DBE) Program, in conformance with Title 49 CFR Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs.”

This DOT-assisted contract is subject to these stipulated regulations and the SCLAA’s DBE Program, which are incorporated in their entirety by this reference.

In the event of any conflicts or inconsistencies between the Federal Regulations and the SCLAA’s DBE Program with respect to DOT-assisted contracts, the Federal Regulations in Title 49 CFR Part 26 must prevail.

B-1.17 DBE Goal and Submission Requirements:

In conformance with the SCLAA’s DBE Policy and Program, the SCLAA has established a 7% DBE contract-specific goal on this project. Proposers/Offerors are required to demonstrate DBE responsiveness towards meeting the DBE contract-specific goal on this project to be eligible for award.

B-1.17.1 DBE Bid Submission Requirements:

To be responsive, proposers must complete and submit the forms listed below with their bids or as otherwise specified in the Solicitation instructions:

- “DBE Participation Commitment Form”
- Letter of Intent and Affirmation to Perform as a DBE (the “Letter of Intent and Affirmation”), required for each DBE firm listed on the DBE Participation Commitment Form)
- “Bidders List”
- “DBE Good Faith Efforts Form”

B-1.17.2 “DBE Participation Commitment Form”: (required at time of bid)

Proposers will be required to either meet or exceed the contract goal by submitting a completed “DBE Participation Commitment Form,” or by demonstrating adequate good faith efforts were undertaken towards meeting the DBE goal.

Failure to submit a completed and signed “DBE Participation Commitment Form” will deem the proposer non-responsive. Each proposer must submit a completed “DBE Participation Commitment Form” even if zero DBEs are listed towards meeting the DBE contract goal.

B-1.17.3 “Letter of Intent and Affirmation”: (required at time of bid)

For each DBE proposed for this Solicitation, proposer must also submit a signed and dated “Letter of Intent and Affirmation”, from each DBE listed on the “DBE Participation Commitment Form,” acknowledging that the DBE is participating in the contract for the specified dollar value and scope of work listed on the “DBE Participation Commitment Form.” The dollar amount and scope in the “Letter of Intent and Affirmation”, and the dollar amount and scope reflected on the “DBE Participation Commitment Form” must match identically.

B-1.17.4 “Bidders List”: (required at time of proposal submission, or no later than 4:00 p.m. on the 2nd business day after the SCLAA's proposal due date.)

The SCLAA is required to create and maintain a “Bidders List” of firms proposing or quoting on the SCLAA’s DOT-assisted contracts, for use in the SCLAA’s Overall DBE goal-setting process.

The proposer must submit a “Bidders List” which will include all firms, both DBE and non-DBE, that submitted proposals, quotes, or bids to the proposer on this contract, whether or not they were actually selected for work.

B-1.17.5 “DBE Good Faith Efforts Form”: (required at time of proposal submission or no later than 4:00 p.m. on the 2nd business day after the SCLAA's proposal due date)

The proposer must make good faith efforts to meet the DBE goal. Proposer can meet this requirement by actually meeting the DBE goal by documenting commitments for participation from DBE firms sufficient for this purpose. Alternatively, a proposer may submit a “Good Faith Efforts Form”, demonstrating that it took all necessary and reasonable steps to achieve the DBE goal which, by their quantity, quality, and intensity, could reasonably be expected to obtain sufficient DBE participation, even if the proposer was not fully successful in obtaining the participation.

If a proposer submits a “DBE Participation Commitment Form” that does not list sufficient DBE participation to meet the established DBE contract goal, the proposer should submit the “DBE Good Faith Effort Form” and all applicable documentation at the time of proposal submission or no later than 4:00 p.m. on the 2nd business day after the SCLAA's proposal due date, to demonstrate that an adequate Good Faith Effort was made to meet the established DBE contract goal.

If a proposer has met the DBE goal based on the participation of DBEs listed on the proposer’s “DBE Participation Commitment Form”, submission of the “DBE Good Faith Efforts Form” is not mandatory but is strongly encouraged, as submission of Good Faith Efforts documentation can protect the proposer’s eligibility for award of the contract if the SCLAA determines that the proposer failed to meet the goal for various reasons, e.g., a DBE firm was not certified at proposal submission or the proposer made a mathematical error.

B-1.17.6 Good Faith Efforts Reconsideration:

The SCLAA will notify in writing any proposer that it determines has not met the DBE contract DBE goal and has not demonstrated adequate Good Faith Efforts (“GFE”). The notification will include the reasons for the determination. The proposer may request reconsideration within three business days of notification of non-responsiveness. The reconsideration process will be facilitated by the SCLAA's Reconsideration Official, who will act as an independent, impartial party and will not have been involved in the initial GFE evaluation.

As part of the reconsideration process, the proposer will have the opportunity to provide mitigating evidence as to whether the proposer met the DBE contract goal or made an adequate GFE to do so as set forth in the solicitation.

After the reconsideration hearing, the proposer will receive the final determination within seven business days of the hearing date. The result of the reconsideration process is not administratively appealable to the Department of Transportation or the SCLAA's Board of Directors.

B-1.17.7 Monitoring Payments to DBE's And Non-DBEs (§ 26.37):

The SCLAA requires Prime Consultants to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by an authorized representative of the SCLAA or DOT. This reporting requirement also extends to any certified DBE subconsultant.

SCLAA will perform monthly audits of contract payments to DBEs and non-DBEs. The audit will review payments to DBE subconsultants to ensure that the actual amount paid to DBE subconsultants equal or exceeds the dollar amounts committed in the DBE Participation Commitment Form or DBE subcontract.

Additionally, the SCLAA's DBE Program will include monitoring and enforcement mechanisms to ensure that work committed to DBEs at contract award is actually performed by DBEs. Such mechanisms will provide a running tally of actual DBE attainments (e.g., payments actually made to DBE firms), including a means of comparing these attainments to commitments. The SCLAA will display both DBE commitments and attainments in its reports of DBE participation to the Federal Aviation Administration (FAA).

Specific post-award submissions and ongoing requirements are listed in Paragraph B-1.18.6 *DBE Post-Award Compliance & Reporting*, and Exhibit "C" of the Sample Contract.

B-1.17.8 Non-Discrimination Assurances:

The SCLAA shall not discriminate on the basis of race, color, national origin or gender in the award and performance of any U.S. DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The SCLAA shall take all necessary and reasonable steps under Part 26 to ensure non-discrimination in the award and administration of U.S. DOT assisted contracts. The SCLAA's DBE Program, as required by Part 26 and as approved by the U.S. DOT, is incorporated by reference in this agreement. Implementation of this Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the SCLAA of its failure to carry out its approved Program, the Department may impose sanctions as provided for under Part 26 and, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

B-1.18 DBE Obligations and Requirements:

B-1.18.1 Contract Assurance (CFR § 26.13):

The SCLAA requires that the Prime Consultant include the following clause in every U.S. DOT-assisted contract and subcontract: The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the SCLAA 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 Consultant from future proposing as non-responsible.

B-1.18.2 Prompt Payment (CFR §26.29):

The Prime Consultant agrees to pay each subconsultant for satisfactory performance of their contracts no later than seven (7) days from the Prime Consultant's receipt of each payment from the SCLAA. The Prime Consultant agrees further to return retainage payments to each subconsultant within seven (7) days after the subconsultant'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 SCLAA. This clause applies to both DBE and non-DBE subconsultants.

B-1.18.3 DBE Eligibility and Commercially Useful Function Standards - A DBE must be certified at the time of proposal submission:

- A. The SCLAA requires all DBEs listed for participation to be DBE certified by a California Unified Certification Program (CUCP) certifying member agency. The SCLAA is a non-certifying member agency of the CUCP. Therefore, the SCLAA will accept DBE certifications from member agencies which certify the eligibility of DBEs in accordance with 49 CFR §26.81, under the CUCP.
- B. It is the responsibility of the Consultant to verify the DBE certification status of all listed DBEs prior to listing the firm as a DBE participant.
- C. It is also the responsibility of the Consultant to ensure that each DBE is certified in the NAICS code that corresponds to the DBE's contract scope of work. The SCLAA's evaluation of the "DBE Participation Commitment Form" form requires DBEs to be certified for the scope listed in accordance with the regulatory requirements.
- D. A DBE may participate as a Prime Consultant, subconsultant, subconsultant, joint venture partner with a Prime or Subconsultant, vendor of material or supplies, or as a trucking company.
- E. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- F. The use of joint-checks for DBE firms must be approved by the SCLAA prior to execution and a joint-check agreement must accompany the request to the SCLAA.
- G. A DBE must perform a commercially useful function in accordance with 49 CFR §26.55 (i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work). A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

B-1.18.4 DBE Crediting Provisions:

Credit for DBE participation is determined according to the following provisions:

- A. When a DBE is proposed to participate in the Contract, either as a prime Consultant or

subconsultant, at any tier, only the value of the work proposed to be performed by the DBE with its own forces may be counted toward DBE participation.

- B. If the Consultant is a DBE joint venture participant, only the DBE proportionate interest in the joint venture shall be counted.
- C. If a DBE intends to subcontract part of the work of its subcontract to a lower tier subconsultant, the value of the subcontracted work may be counted toward DBE participation only if the DBE subconsultant is a certified DBE and actually performs the work with its own forces. Services subcontracted to a non-DBE firm may not be credited toward the Consultant's DBE attainment.
- D. Consultant is to calculate and credit participation by eligible DBE vendors of equipment, materials, and suppliers toward DBE attainment, as follows:
 - 1. Sixty percent (60%) of expenditure(s) for equipment, materials, and supplies required under the Contract, obtained from a regular dealer; or
 - 2. One hundred percent (100%) of expenditure(s) for equipment, materials, and supplies required under the Contract, obtained from a DBE manufacturer.
- E. The following types of fees or commissions paid to DBE subconsultants, brokers, and packagers may be credited toward DBE attainment, provided that the fee or commission is reasonable, and not excessive, as compared with fees or commissions customarily allowed for similar work, including:
 - 1. Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Contract;
 - 2. Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves) when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;
 - 3. Fees and commissions charged for providing any insurance specifically required in the performance of the Contract.
- F. Consultant may count the participation of DBE trucking companies toward DBE attainment, as follows:
 - 1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Contract.
 - 2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Contract.
 - 3. The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
 - 4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
 - 5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
 - 6. The DBE may lease trucks without drivers from a non-DBE truck leasing company and if the DBE uses its own employees as drivers, it is entitled to credit for the total

- value of these hauling services.
7. For purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
- G. If the Consultant listed a non-certified DBE 1st tier subconsultant to perform work on this Contract, and the non-certified DBE subconsultant subcontracts a part of its work or purchases materials and/or supplies from a lower-tier DBE certified subconsultant or Vendor, the value of work performed by the lower-tier DBE firm's own forces can be counted toward DBE participation on the Contract.
 - H. The Consultant is advised not to count the participation of DBEs toward the Consultant's DBE attainment until the amount being counted has been paid to the DBE.

B-1.18.5 DBE "FRAUDS" AND "FRONTS":

Only legitimate DBEs are eligible to participate as DBEs in the SCLAA's federally-assisted contracts. Consultant is cautioned against knowingly and willfully using "fronts." The use of "fronts" and "pass through" subcontracts to non-disadvantaged firms constitute criminal violations. Further, any indication of fraud, waste, abuse or mismanagement of Federal funds should be immediately reported to the Office of Inspector General (OIG), U.S. Department of Transportation, via the online hotline at <https://www.oig.dot.gov/hotline>, toll-free hotline at 800-424-9071, email at hotline@oig.dot.gov, or U.S. mail at DOT Inspector General, 1200 New Jersey Ave SE, West Bldg. 7th Floor, Washington, DC 20590. The hotline is open 24 hours per day, seven days per week.

B-1.18.6 DBE Post-Award Compliance and Reporting:

- A. The Consultant is required to demonstrate DBE responsiveness towards meeting the DBE contract-specific goal on this project as well as their DBE commitment.
- B. Consultant agrees to ensure that any DBE subconsultant listed on the "DBE Participation Commitment Form" will perform work and/or supply materials in accordance with original commitments, unless otherwise directed and/or approved by the SCLAA in writing, prior to Consultant effectuating any changes to its DBE participation commitment(s).
- C. The Consultant must demonstrate responsiveness to meeting the DBE goal throughout the life of the project. The Consultant's DBE commitment shall be evaluated by dividing the value of DBE commitments (executed subcontracts or purchase orders) by the Consultant's total contract value. DBE utilization or DBE attainment will be evaluated by dividing the dollars paid to DBE firms by the Consultant's current contract value. The Consultant must notify the SCLAA in a timely manner and in writing, of changes to planned DBE participation or problems anticipated in attaining the DBE goal. In accordance with the SCLAA's DBE Program, the Consultant must include satisfactory evidence good faith efforts were undertaken and must specify additional good faith efforts planned to remedy any shortfall towards meeting the project DBE goal.
- D. If there is a change order to a contract on which there is a DBE contract goal, then that contract goal applies to the total contract value, inclusive of all change orders. This is true regardless of whether the SCLAA or the Consultant initiates the change order.
- E. If there is a DBE goal and/or DBE commitment on the contract, Consultant must complete and submit the following DBE exhibits (forms) in the format requested by the SCLAA which may include submitting electronically through e-mail or a the SCLAA-approved electronic reporting system consistent within the specified timelines:

- a. "Monthly DBE Subconsultant Commitment and Attainment Report Summary and Payment Verification" (Form 103)

The purpose of this form is to ensure Consultant DBE commitments are attained, properly reported and credited in accordance with DBE crediting provisions based on the capacity the DBE performs the scope of work/service. This form further serves to collect DBE utilization data required under 49 CFR, Part 26.

Consultant is required to complete and submit a Form 103 to the SCLAA by the 15th of each month until completion of the contract. The Consultant must submit its first Form 103 following the first month of contract activity. Even if no DBE participation will be reported within a period, Consultant must execute and return the form.

Form 103 must include the following information:

1. Contract Number and Name
2. Consultant Name
3. Original Contract Amount
4. Running Total of Change Order Amount
5. Current Contract Amount
6. Amount Paid to Consultant during month
7. Date of Last Progress Payment
8. Amount Paid to Consultant from Inception to Date
9. DBE Contract Goal
10. Original DBE Commitment %
11. Total Dollar Amount of DBE Commitment
12. DBE Commitment as Percentage of Current Contract Amount

- b. Listed and Consultant/Subconsultant Information:
For All DBE participation claimed regardless of tier:

- i. Name of each DBE Subconsultant
- ii. General work assignment of each DBE Subconsultant
- iii. The specific portion of work executed by each DBE Subconsultant during the reporting period
- iv. The dollars committed to each DBE Subconsultant
- v. The dollar value committed to lower-tier subconsultants under each listed DBE
- vi. The dollars paid to each DBE Subconsultant during the reporting period
- vii. The dollars paid to date for each DBE Subconsultant
- viii. The dollar value paid to date for lower tier Subconsultants under each listed DBE
- ix. The dollars paid to the DBE as a result of a change order or other cost modification.
- x. The dollars paid to date as a percentage of the total commitment to each DBE

Consultant is advised not to report the participation of a DBE(s) toward the Consultant's DBE attainment until the amount being claimed has been paid to the DBE.

- c. Consultant Assurance of Full Compliance with Prompt Payment Provisions – Consultant to sign the prompt payment assurance statement of compliance

contained within the Monthly Form 103, providing assurance that timely payments have been issued to all subconsultants in accordance with regulatory mandates and as required by 49 CFR §26.29.

d. **Consultant Payment Verification Summary**

Consultant is to further maintain and submit a Verification of Payment Summary, inclusive of a detailed running tally of related invoices submitted by DBE(s) and Non-DBE(s), including dates of invoice submission, dates accepted and corresponding dates and amount of payments made. The verification of Payment Summary must also include:

DBE(s) and Non DBE(s) Invoice Number, Invoice Amount, Invoice Date, Consultant's Invoice Number that incorporated the corresponding DBE and Non-DBE invoice(s) for billing purposes, Date of Invoice submission to the SCLAA, Date and amount the SCLAA paid on Consultant's Invoice. The report must reflect a breakout of retention withhold (including retention as specified in subcontract agreement(s) and disputed invoice retention) and retention payments made, check number and date paid to DBE and Non-DBE.

Consultant must submit a Verification of Payment Summary with the Monthly Form 103 submission, for each DBE firm in which the Consultant has reflected a value paid within the reporting period. Verification of Payment Summaries must be signed by the applicable DBE and submitted with Form 103 to authenticate reported payments. If the Form 103 and Payment Verification is submitted through a SCLAA-approved electronic reporting system, validation by each subconsultant through their user profile may take the place of a physical signature.

e. **DBE Subconsultant Agreements:**

Consultant must submit to the SCLAA copies of executed subcontracts and/or purchase orders (PO) for all DBE firms participating on the contract within ten (10) working days of award. Consultant must immediately notify the SCLAA in writing of any problems it may have in obtaining the subcontract agreements from listed DBE firms within the specified time.

f. **"Monthly DBE Trucking Verification" Form:**

Prior to the 15th of each month, Consultant must submit documentation on the "Monthly DBE Trucking Verification" Form to the SCLAA showing the amount paid to DBE trucking companies. Consultant must also obtain and submit documentation to the SCLAA showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, Consultant may count only the fee or commission the DBE receives as a result of the lease arrangement.

Consultant must also obtain and submit documentation to the SCLAA showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month.

g. **Annual Subconsultant Paid Report Summary:**

The SCLAA will require Consultant (inclusive of DBE primes) to report payment data to lower-tiers on an annual basis each year, using the "Annual Subconsultant Paid Report Summary". These reports will capture payments to the Consultant and payments to non-DBEs within the respective reporting period. Reported payments to lower-tiers must include a signed payment verification form.

Consultant will adhere to the following submittal schedule:

October 15th Report, reporting period: October 1st through September 30th

h. **Final Report-Utilization of Disadvantaged Business Enterprises (DBE):**

Upon completion of the contract, Consultant must complete and submit a "Final Report-Utilization of Disadvantaged Business Enterprises (DBE) Subconsultants" signed and certified correct by Consultant or Consultant's authorized representative, to facilitate reporting and capturing of actual DBE attainments at conclusion of the contract. The form must be furnished to the SCLAA within 30 days from the date of contract acceptance. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted.

i. **Disadvantaged Business Enterprise (DBE) Certification Status Change:**

1. If a DBE Subconsultant is decertified during the life of the project, the decertified Subconsultant must notify Consultant in writing of the date of decertification (Attach DBE certification/decertification letter). Consultant must also furnish the written documentation to the SCLAA.

Failure to submit any of the required reporting submittals above and their support documentation in a timely manner shall result in a penalty of \$25 per day, per report.

j. **Records and Document of Payment:**

The SCLAA requires Consultant to maintain records and documents of payments to lower-tiers, including DBEs, for a period of five (5) years from the date of final payment by the SCLAA, unless otherwise provided by applicable record retention requirements for Consultant's agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the SCLAA. This reporting requirement extends to all lower-tiers, both DBE and non-DBE subconsultants.

The SCLAA reserves the right, at its sole discretion, to demonstrate responsiveness to the requirements of 49 CFR §26.37 by implementing the following method(s):

1. Posting Consultant payments data to a website, database, or other place accessible to subconsultants to assist them in determining when they should expect to receive payment.
2. Requiring Consultants to use an automated reporting system, inclusive of but not limited to real time entry of payments made and received by Consultants and their lower-tiers.

k. **DBE Termination/Substitution (49 CFR §26.53):**

In the event that Consultant listed DBE firms in its proposal, the following requirements will apply to Consultant with regard to the termination or substitution of the listed DBE firms:

1. A DBE subconsultant listed by the Consultant, or a previously approved substituted DBE may not be terminated or substituted without the prior written consent of the SCLAA.
2. The SCLAA will only provide such written consent if it has been determined that the Consultant has good cause to terminate the DBE firm.
3. Before seeking approval to terminate and/or substitute a DBE, Consultant

will give notice in writing to the DBE subconsultant, with a copy to the SCLAA's DBELO, of its intent to request to terminate and/or substitute, and the reason for the request. Consultant must give the DBE five business days to respond to consultant's notice and to advise the SCLAA's DBELO and the consultant of the reasons, if any, why it objects to the proposed termination of its subcontract and why the SCLAA's DBELO should not approve Consultant's action. If required in a particular case as a matter of public necessity (e.g., safety), the SCLAA may approve a response period shorter than five business days.

4. Consultant will be required to make good faith efforts, as determined by the SCLAA, to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal.

B-1.19 Texting While 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 SCLAA encourages the Consultant 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 Consultant 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.

B-1.20 Energy Conservation Requirements:

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*).

B-1.21 Equal Opportunity Contract Clause:

EQUAL OPPORTUNITY CLAUSE

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

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant 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 Consultant 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 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Consultant 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 Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Consultant 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 Consultant 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 Consultant'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 Consultant 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 Consultant 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 subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects Issued on June 19, 2018 Page 46 administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

B-1.22 Equal Opportunity Specification:

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION 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 Consultant, or any subconsultant 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 Consultant is participating (pursuant to 41 CFR 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. Consultants shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each consultant or subconsultant 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 consultants or subconsultants toward a goal in an approved Plan does not excuse any covered consultant's or subconsultant's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Consultant 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 Consultant should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction consultants 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 from Federal procurement contracting officers. The Consultant 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 Consultant has a collective bargaining agreement to refer either minorities or women shall excuse the Consultant'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 Consultant during the training period and the Consultant 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 Consultant shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Consultant's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Consultant 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 Consultant's employees are assigned to work. The Consultant, where possible, will assign two or more women to each construction project. The Consultant shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Consultant'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 Consultant 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 Consultant by the union or, if referred, not employed by the Consultant, this shall be documented in the file with the reason therefore along with whatever additional actions the Consultant may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Consultant has a collective bargaining agreement has not referred to the Consultant a minority person or female sent by the Consultant, or when the Consultant has other information that the union referral process has impeded the Consultant'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 Consultant's employment needs, especially those programs funded or approved by the Department of Labor. The Consultant shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Consultant's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Consultant 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 Consultant'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 Consultant's EEO policy with other consultants and subconsultants with whom the Consultant 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 Consultant'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 Consultant 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 consultant'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 Consultant'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 consultants and suppliers, including circulation of solicitations to minority and female consultant associations and other business associations.

- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Consultant's EEO policies and affirmative action obligations.
8. Consultants 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 consultant association, joint consultant union, consultant community, or other similar groups of which the Consultant 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 Consultant 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 Consultant'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 Consultant. The obligation to comply, however, is the Consultant's and failure of such a group to fulfill an obligation shall not be a defense for the Consultant's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Consultant, 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 Consultant has achieved its goals for women generally), the Consultant may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The Consultant 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 Consultant shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Consultant 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 consultant who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Consultant, 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 Consultant 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 60-4.8.
14. The Consultant 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, consultants 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).

B-1.23 Federal Fair Labor Standards Act (Federal Minimum Wage):

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

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

B-1.24 Trade Restriction Certification:

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

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3. has not entered into any subcontract for any product to be used on the Federal on the 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, U S C, Section 1001.

The Offeror/Consultant must provide immediate written notice to the Owner if the Offeror/Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subconsultants provide immediate written notice to the Consultant 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 subconsultant:

- (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 U.S.T.R. or
- (2) whose subconsultants 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 consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

This certification is a material representation of fact upon which reliance was placed when making an

award. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

B-1.25 Certification Regarding Lobbying:

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the 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.

B-1.26 Occupational Safety and Health Act of 1970:

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Consultant 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.

B-1.27 Prohibition of Segregated Facilities:

(a) The Consultant 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 Consultant agrees that a breach of this clause is a violation of the Equal 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 Consultant shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

B-1.28 Procurement of Recovered Materials:

Consultant and subconsultant agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Consultant and subconsultants are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- 2) The consultant has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the consultant can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

B-1.29 Rights to Inventions

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the SCLAA in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Consultant must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

B-1.30 Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions

The Offeror must complete the two certifications statements (Section C – Forms, Page C42). The Offeror 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.

Note: If an Offeror responds in the affirmative to either of the above representations, the Offeror 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 Offeror 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 SDCO to facilitate completion of the required considerations before award decisions are made.

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

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

B-1.31 Termination for Convenience: (see Section A – *Instructions to Bidders*, Section 11)

B-1.32 Termination for Default: (see Section A – *Instructions to Bidders*, Section 12)

B-1.33 Veteran’s Preference:

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier consultants 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.

B-1.34 Archeological and Historic Preservation Act of 1974:

The Consultant is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

The Consultant agrees to facilitate the preservation and enhancement of structures and objects of historical, architectural or archaeological significance and when such items are found and/or unearthed during the course of the project construction, to consult with the State Historic Preservation Officer for recovery of items. Reference: National Historic Preservation Act of 1966 (80 Stat 915, 16 USC 470) and Executive Order No., 11593 of May 31, 1971.

Federal Wage Decision

"General Decision Number: CA20200026 08/07/2020

Superseded General Decision Number: CA20190026

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: San Bernardino County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/10/2020
2	01/31/2020
3	03/06/2020
4	05/08/2020
5	05/15/2020
6	05/29/2020
7	06/12/2020
8	07/03/2020
9	07/17/2020
10	07/24/2020
11	07/31/2020
12	08/07/2020

ASBE0005-002 09/01/2019

Rates Fringes

Asbestos Workers/Insulator
(Includes the application of
all insulating materials,

protective coverings,
 coatings, and finishes to all
 types of mechanical systems).....\$ 43.77 22.48
 Fire Stop Technician
 (Application of Firestopping
 Materials for wall openings
 and penetrations in walls,
 floors, ceilings and curtain
 walls).....\$ 28.92 18.73

 ASBE0005-004 07/01/2019

Rates Fringes

Asbestos Removal
 worker/hazardous material
 handler (Includes
 preparation, wetting,
 stripping, removal,
 scrapping, vacuuming, bagging
 and disposing of all
 insulation materials from
 mechanical systems, whether
 they contain asbestos or not)....\$ 20.63 12.17

 BOIL0092-003 03/01/2018

Rates Fringes

BOILERMAKER.....\$ 44.07 33.52

 * BRCA0004-011 05/01/2020

Rates Fringes

BRICKLAYER; MARBLE SETTER.....\$ 41.48 18.63

*The wage scale for prevailing wage projects performed in
 Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine
 Palms, Needles and 1-15 corridor (Barstow to the Nevada
 State Line) will be Three Dollars (\$3.00) above the
 standard San Bernardino/Riverside County hourly wage rate

 BRCA0018-004 06/01/2019

Rates Fringes

MARBLE FINISHER.....\$ 33.43 14.11
 TILE FINISHER.....\$ 28.23 12.65
 TILE LAYER.....\$ 40.07 18.36

 BRCA0018-010 09/01/2018

Rates Fringes

TERRAZZO FINISHER.....\$ 31.25 13.41
 TERRAZZO WORKER/SETTER.....\$ 38.39 14.18

 CARP0409-001 07/01/2018

Rates Fringes

CARPENTER
 (1) Carpenter, Cabinet

Installer, Insulation		
Installer, Hardwood Floor		
Worker and acoustical		
installer.....	\$ 41.84	19.17
(2) Millwright.....	\$ 42.91	19.17
(3) Piledrivermen/Derrick		
Bargeman, Bridge or Dock		
Carpenter, Heavy Framer,		
Rock Bargeman or Scowman,		
Rockslinger, Shingler		
(Commercial).....	\$ 42.54	19.17
(4) Pneumatic Nailer,		
Power Stapler.....	\$ 40.09	19.17
(5) Sawfiler.....	\$ 39.83	19.17
(6) Scaffold Builder.....	\$ 31.60	19.17
(7) Table Power Saw		
Operator.....	\$ 40.93	19.17

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

 CARP0409-002 07/01/2016

	Rates	Fringes
Diver		
(1) Wet.....	\$ 712.48	17.03
(2) Standby.....	\$ 356.24	17.03
(3) Tender.....	\$ 348.24	17.03
(4) Assistant Tender.....	\$ 324.24	17.03

Amounts in "'Rates' column are per day

 CARP0409-005 07/01/2015

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 37.35	11.08
STOCKER/SCRAPPER.....	\$ 10.00	7.17

 CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

 ELEC0440-004 12/01/2019

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 35.09	3%+15.50
Technician.....	\$ 33.09	15.89

SCOPE OF WORK:

Installation, testing, service and maintenance of systems

utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarms, and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station.

 ELEC0477-002 06/01/2020

	Rates	Fringes
Electricians:.....	\$ 43.25	3%+24.83

CABLE SPLICER: \$1.50 per hour above Electrician rate.
 TUNNEL WORK: 10% above Electrician rate.

ZONE PAY:

Zone A - 80 road miles from Post Office, 455 Orange Show Lane, San Bernardino, will be a free zone for all contractors

Zone B - Any work performed outside Zone A's 80 road miles, shall add \$12.00 per hour to the current wage scale.

 ELEC1245-001 06/01/2020

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 59.14	20.78
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 47.24	19.59
(3) Groundman.....	\$ 36.12	19.19
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

 ELEV0018-001 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 57.40	34.765+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

 ENGI0012-003 07/01/2020

	Rates	Fringes
OPERATOR: Power Equipment		
(All Other Work)		
GROUP 1.....	\$ 48.25	27.20
GROUP 2.....	\$ 49.03	27.20
GROUP 3.....	\$ 49.32	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 51.03	27.20
GROUP 8.....	\$ 51.14	27.20
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 51.26	27.20
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 51.43	27.20
GROUP 13.....	\$ 51.53	27.20
GROUP 14.....	\$ 51.56	27.20
GROUP 15.....	\$ 51.64	27.20
GROUP 16.....	\$ 51.76	27.20
GROUP 17.....	\$ 51.93	27.20
GROUP 18.....	\$ 52.03	27.20
GROUP 19.....	\$ 52.14	27.20
GROUP 20.....	\$ 52.26	27.20
GROUP 21.....	\$ 52.43	27.20
GROUP 22.....	\$ 52.53	27.20
GROUP 23.....	\$ 52.64	27.20
GROUP 24.....	\$ 52.76	27.20
GROUP 25.....	\$ 52.93	27.20
OPERATOR: Power Equipment		
(Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 49.60	27.20
GROUP 2.....	\$ 50.38	27.20
GROUP 3.....	\$ 50.67	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 51.03	27.20
GROUP 6.....	\$ 51.14	27.20
GROUP 7.....	\$ 51.26	27.20
GROUP 8.....	\$ 51.43	27.20
GROUP 9.....	\$ 51.60	27.20
GROUP 10.....	\$ 52.60	27.20
GROUP 11.....	\$ 53.60	27.20
GROUP 12.....	\$ 54.60	27.20
GROUP 13.....	\$ 55.60	27.20
OPERATOR: Power Equipment		
(Tunnel Work)		
GROUP 1.....	\$ 50.10	27.20
GROUP 2.....	\$ 50.88	27.20
GROUP 3.....	\$ 51.17	27.20
GROUP 4.....	\$ 51.31	27.20
GROUP 5.....	\$ 51.53	27.20
GROUP 6.....	\$ 51.64	27.20
GROUP 7.....	\$ 51.76	27.20

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or

600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine,

Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed,

lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons);

Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County

line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is

the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

* ENGI0012-004 08/01/2020

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 56.40	30.00
(2) Dredge dozer.....	\$ 50.43	30.00
(3) Deckmate.....	\$ 50.32	30.00
(4) Winch operator (stern winch on dredge).....	\$ 49.77	30.00
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 49.23	30.00
(6) Barge Mate.....	\$ 49.84	30.00

IRON0433-006 07/01/2020

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing and Structural.....	\$ 41.00	33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00300-005 01/01/2018

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 33.19	17.78

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LAB00345-001 07/01/2020

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 45.05	19.62
GROUP 2.....	\$ 44.10	19.62
GROUP 3.....	\$ 40.56	19.62

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LAB00783-002 07/01/2019

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 40.19	19.07
GROUP 2.....	\$ 40.51	19.07
GROUP 3.....	\$ 40.97	19.07
GROUP 4.....	\$ 41.66	19.07
LABORER		
GROUP 1.....	\$ 35.24	20.09
GROUP 2.....	\$ 35.79	20.09
GROUP 3.....	\$ 36.34	20.09
GROUP 4.....	\$ 37.89	20.09
GROUP 5.....	\$ 38.24	20.09

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete

screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize

concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabetender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LAB00783-005 07/01/2018

	Rates	Fringes
Brick Tender.....	\$ 32.26	18.40

LAB01184-001 07/01/2020

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 37.85	15.99
(2) Vehicle Operator/Hauler.	\$ 38.02	15.99
(3) Horizontal Directional Drill Operator.....	\$ 39.87	15.99
(4) Electronic Tracking Locator.....	\$ 41.87	15.99

Laborers: (STRIPING/SLURRY SEAL)

GROUP 1.....	\$ 39.06	19.01
GROUP 2.....	\$ 40.36	19.01
GROUP 3.....	\$ 42.37	19.01
GROUP 4.....	\$ 44.11	19.01

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

* LAB01414-003 08/05/2020

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 36.03	21.01
PLASTER TENDER.....	\$ 38.58	21.01

Work on a swing stage scaffold: \$1.00 per hour additional.

Work at Military Bases - \$3.00 additional per hour:
Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

PAIN0036-001 07/01/2020

	Rates	Fringes
--	-------	---------

Painters: (Including Lead Abatement)

(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 33.12	17.24

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-008 10/01/2019

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 42.18	19.52

PAIN0036-015 01/01/2020

	Rates	Fringes
GLAZIER.....	\$ 43.45	23.39

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

PAIN1247-002 01/01/2020

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 37.55	13.78

PLAS0200-008 08/07/2019

	Rates	Fringes
PLASTERER.....	\$ 43.73	16.03

FORT IRWIN; MARINE CORPS AIR STATION 29 PALMS, AND MARINE CORPS LOGISTICS SUPPLY BASE: \$3.00 additional per hour.

PLAS0500-002 07/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.50	25.91

PLUM0016-002 09/01/2019

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Work at Edwards AFB.....	\$ 58.38	23.66
Work at Fort Irwin Army Base.....	\$ 61.88	23.66
Work at Marine Corps Logistic Base at Nebo, Marine Corps Logistic Base		

at Yermo and Twenty-Nine Palms Marine Base.....	\$ 58.38	23.66
Work ONLY on new additions and remodeling of bars, restaurants, stores and commercial buildings, not to exceed 5,000 sq. ft. of floor space.....	\$ 49.83	22.68
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 38.05	21.01
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 51.38	23.66

PLUM0345-001 09/01/2019

Rates Fringes

PLUMBER

Landscape/Irrigation Fitter..	\$ 34.40	23.05
Sewer & Storm Drain Work....	\$ 38.49	20.43

ROOF0036-002 08/01/2019

Rates Fringes

ROOFER.....	\$ 39.52	17.47
-------------	----------	-------

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay.

SFCA0669-009 04/01/2019

Does not include the northern part of the City of Chino, or the Cities of Montclair and Ontario

Rates Fringes

SPRINKLER FITTER.....	\$ 39.73	23.90
-----------------------	----------	-------

SFCA0709-004 01/01/2020

THE NORTHERN PART OF THE CITY OF CHINO, AND THE CITIES OF MONTCLAIR AND ONTARIO:

Rates Fringes

SPRINKLER FITTER (Fire).....	\$ 46.51	28.63
------------------------------	----------	-------

SHEE0105-003 01/01/2020

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 45.78	28.96
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 45.78	28.96

* TEAM0011-002 07/01/2020

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 32.59	30.59
GROUP 2.....	\$ 32.74	30.59
GROUP 3.....	\$ 32.87	30.59
GROUP 4.....	\$ 33.06	30.59
GROUP 5.....	\$ 33.09	30.59
GROUP 6.....	\$ 33.12	30.59
GROUP 7.....	\$ 33.37	30.59
GROUP 8.....	\$ 33.62	30.59
GROUP 9.....	\$ 33.82	30.59
GROUP 10.....	\$ 34.12	30.59
GROUP 11.....	\$ 34.62	30.59
GROUP 12.....	\$ 35.05	30.59

WORK ON ALL MILITARY BASES:
 PREMIUM PAY: \$3.00 per hour additional.
 [29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete

truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC21-015 AIRPORT ENGINEERING SERVICES
REQUEST FOR QUALIFICATIONS**

SECTION C - FORMS

SUBMISSION CERTIFICATION

I hereby submit to the SCLAA the following statement of qualifications for services outlined in scope of services entitled Project **RFQ #CC21-015 AIRPORT ENGINEERING SERVICES**

All of the following documents (check below) are completed, fully executed, and included in my statement of qualifications as required in the request for qualifications document:

- | | |
|---|--|
| <input type="checkbox"/> Submission Certification | <input type="checkbox"/> Acknowledgement Pages for All Bid Addenda (if applicable) |
| <input type="checkbox"/> Proposer's Identification | <input type="checkbox"/> Certification of Offeror/Bidder Regarding Debarment |
| <input type="checkbox"/> Worker's Compensation | <input type="checkbox"/> Non- Lobbying Certification |
| <input type="checkbox"/> Signature Authorization | <input type="checkbox"/> Disclosure of Lobbying Activities |
| <input type="checkbox"/> Questionnaire PCC 10162 | <input type="checkbox"/> Certificate of Offerors Tax Delinquency/Felony |
| <input type="checkbox"/> Non-Collusion Declaration | <input type="checkbox"/> DBE Participation Commitment Form |
| <input type="checkbox"/> Debarred Certification Acknowledgement | <input type="checkbox"/> Letter of Intent and Affirmation (to Perform as a DBE) |
| <input type="checkbox"/> Exception Form | <input type="checkbox"/> Bidder's List |
| | <input type="checkbox"/> DBE Good Faith Efforts Form |

My signature on this Submittal Certification is affirmation that all items listed above are fully completed and executed and are hereby submitted with the statement of qualifications as required. I understand that failure to complete and/or submit any of the required documents may be cause for rejection of my bid proposal.

Business Name

Authorized Signature

Printed Name and Title

Date Signed

Telephone Number

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC21-015 AIRPORT ENGINEERING SERVICES
REQUEST FOR QUALIFICATIONS**

CONSULTANT'S IDENTIFICATION

1. Legal name of Proposer: _____
2. Street Address: _____
3. Mailing Address: _____
4. Business Telephone: _____
5. Facsimile Telephone: _____
6. Email Address: _____
7. Type of Business:
 Sole Proprietor Partnership Corporation Other: _____
If corporation, indicate State where incorporated: _____
8. Business License number issued by the City where the Proposer's principal place of business is located.
Number: _____ Issuing City: _____
9. Proposer's License number and expiration date.
Number: _____ Expiration date: _____
10. Federal Tax Identification Number: _____
11. Proposer's Project Manager: _____
12. Proposer's Authorized to sign Legal Document: _____

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC21-015 AIRPORT ENGINEERING SERVICES
REQUEST FOR QUALIFICATIONS**

EXCEPTION FORM

Should Consultant take exception to **ANY** of the terms and conditions or other contents provided in the RFB for Airport Engineering Services, list the exceptions below. **THIS COMPLETED FORM MUST BE RETURNED WITH YOUR STATEMENT OF QUALIFICATIONS.** If no exception(s) are taken, enter "**NONE**" for the first item. *(Make additional copies of this form as necessary)*

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC21-015 AIRPORT ENGINEERING SERVICES
REQUEST FOR QUALIFICATIONS**

WORKERS' COMPENSATION CERTIFICATE

The Consultant shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and on behalf of my firm, I will comply with such provisions before commencing the performance of the services of any contract entered into.

_____ Signature	_____ Company Name
_____ Printed Name	_____ Business License Number
_____ Title	_____ Date

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC21-015 AIRPORT ENGINEERING SERVICES
REQUEST FOR QUALIFICATIONS**

SIGNATURE AUTHORIZATION

Proposer: _____

- A. I hereby certify that I have the authority to offer this proposal/bid to SCLAA for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal/bid.

SIGNATURE

- B. The following information relates to the legal Proposer listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me as:

- An Individual
 A Partnership, Partners' names:
 A Company
 A Corporation

2. My tax identification number is _____
(For individuals, this number is usually the Social Security Number)

- C. I am a certified small business and Small Business Preference is applicable to this proposal/bid. A copy of my certification from the Office of Small and Minority Business is attached.

I have recently filed for Small Business Preference but have not yet received certification.

I am not a Small Business.

My business is owned by a minority whose ethnicity is: _____

My business is owned by a woman.

My business is owned by a disabled veteran.

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC21-015 AIRPORT ENGINEERING SERVICES
REQUEST FOR QUALIFICATIONS**

QUESTIONNAIRE

In accordance with California Public Contract Code Section 10162, the Proposer shall complete, under penalty of perjury, the following questionnaire:

Has the Proposer, any officer of the Bidder, or any employee of the Proposer who has a proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes ____ No ____

If the answer is yes, explain the circumstances in the following space:

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC21-015 AIRPORT ENGINEERING SERVICES
REQUEST FOR QUALIFICATIONS**

**NON-COLLUSION DECLARATION
TO BE EXECUTED BY CONSULTANT AND SUBMITTED WITH STATEMENT OF
QUALIFICATIONS
(Public Contract Code Section 7106)**

The undersigned declares:

I am the _____ of _____, the party making the foregoing proposal. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham bid, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the cost proposal price, or of that of any other proposer. All statements contained in the proposals are true. The proposer has not, directly or indirectly, submitted his or her cost proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of the bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [City], _____ [State].

Signature

Company Name

Printed Name

Title

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC21-015 AIRPORT ENGINEERING SERVICES
REQUEST FOR QUALIFICATIONS**

DEBARRED CERTIFICATION ACKNOWLEDGEMENT

(a)(1) The Offeror/Proposer certifies, to the best of its knowledge and belief, that—

(i) The Offeror/Proposer and/or any of its Principals—

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a three-year period preceding this solicitation, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(ii) The Offeror/Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror/Proposer shall provide immediate written notice to the SCLAA if, at any time prior to contract award, the Offeror/Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's/Proposer's responsibility. Failure of the Offeror/Proposer to furnish a certification or provide such additional information as requested by the SCLAA may render the Offeror/Proposer nonresponsible.

(d) 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 paragraph (a) of this provision. The knowledge and information of an Offeror/Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror/Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the SCLAA, the SCLAA may terminate the contract resulting from this solicitation for default.

The Offeror/Proposer certifies that the foregoing is true and correct:

Offeror/Proposer: _____ Federal I.D. No: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

Signature: _____ Date: _____

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC21-015 AIRPORT ENGINEERING SERVICES
REQUEST FOR QUALIFICATIONS**

**DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

By submitting a Statement of Qualifications under this solicitation, the consultant or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certifications are part of the Statement of Qualifications. Signing this Statement of Qualifications on the signature portion thereof shall also constitute signature of this Certification.

CONSULTANT'S SIGNATURE

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful 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 successful 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 Debarment and Suspension Certification, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA 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.

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC21-015 AIRPORT ENGINEERING SERVICES
REQUEST FOR QUALIFICATIONS**

**NON-LOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS**

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 Federal 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 of Lobbying Activities," in conformance 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.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

PROPOSER'S SIGNATURE

12. Form of Payment (check all that apply):

- a. cash
- b. in-kind; specify: nature _____
value _____

- c. commission
- d. contingent fee
- e. deferred
- f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

Standard Form LLL Rev. 09-12-97

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC21-015 AIRPORT ENGINEERING SERVICES
REQUEST FOR QUALIFICATIONS**

**INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity 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 a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.SF-LLL-Instructions Rev. 06-04-90«ENDIF»

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC21-015 AIRPORT ENGINEERING SERVICES
REQUEST FOR QUALIFICATIONS**

**CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY
CONVICTIONS**

The Proposer must complete the following two certification statements. The Proposer 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 Proposer 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 Proposer 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 Proposer represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Bidder Signature

Note:

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

Term Definitions:

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

APPENDIX A
SOQ EVALUATION FORM

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
PROJECT #CC21-015 AIRPORT ENGINEERING SERVICES
REQUEST FOR QUALIFICATIONS**

**APPENDIX A
SOQ EVALUATION FORM**

Item #	RFQ Section Reference	Company Name:	Percentage available	Actual Score
1	6	Met SOQ Requirements? Yes/No	N/A	
2	5.A.4.b	Similar airport engineering services which were completed by the consultant in the last five (5) years.	15	
3	5.A.4.c	Describe the elements of the General Scope of Services that the Consultant has performed.	20	
4	5.A.4.d	Principals and key personnel to be utilized at the SCLA, their background, qualifications, and their recent experience with comparable projects.	10	
5	5.A.4.e	Name, address, and phone number of at least three (3) airport sponsors that can be used as references on recently completed projects.	10	
6	5.A.4.f	Applicable licenses or permits presently held by the business, and the Consultant's staff that will be performing the contemplated services.	10	
7	5.A.4.g	Familiarity with the SCLA.	5	
8	5.A.4.h	Familiarity with applicable FAA standards and requirements.	10	
9	5.A.4.i	Familiarity and rapport with the Los Angeles Airports District Office and applicable procedures.	5	
10	5.A.4.j	Capability to meet time and budget requirements, and the Consultant's anticipated availability for the proposed Fiscal Year 2015 project.	15	
GRAND TOTAL			100	

Comments

Rater Name: _____ Date: _____

SAMPLE CONSULTANT PROFESSIONAL AGREEMENT

**CONSULTANT/PROFESSIONAL SERVICES PROVIDER AGREEMENT
BY AND BETWEEN
SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
AND
CONTRACTOR COMPANY NAME
FOR
PROJECT NAME AND NUMBER**

THIS CONSULTANT/PROFESSIONAL SERVICES PROVIDER AGREEMENT (hereinafter "Agreement"), is made and entered into by and between Southern California Logistics Airport Authority, a joint powers authority, located in the County of San Bernardino, State of California, hereinafter referred to as the "SCLAA", and [CONSULTANT], [STATE FORM OF BUSINESS], hereinafter referred to as "Consultant." The SCLAA and Consultant are sometimes hereinafter referred to individually as a "Party" and collectively referred to as the "Parties."

RECITALS:

WHEREAS, the SCLAA requires Consultant/Professional Services Provider Agreement for **PROJECT NAME AND #**; and

WHEREAS, Consultant represents that it is fully qualified to perform the consulting and/or professional services required for performance under this Agreement by virtue of its experience and the training, education and expertise of its principals and its employees; and

WHEREAS, in light of the facts set forth above, the SCLAA desires to retain the services of a qualified Consultant to provide, on an independent contractor basis, **PROJECT NAME**; and

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth fully herein.

Section 2. PROPOSAL (CHANGE AS APPLICABLE)

Consultant shall provide to the SCLAA those services set forth in the **Proposal**, attached hereto as **Exhibit "A"**, and incorporated as part of this Agreement by this reference.

Section 3. COMPENSATION

The SCLAA shall pay to Consultant a sum not to exceed **SPELL OUT AMOUNT and 00/100 Dollars (\$000000)** for faithful performance of the services to be rendered under this Agreement, subject to the **Proposal (change as applicable)** provisions of Section 4, below. No

expense reimbursements, including, but not limited to, reimbursements for travel, parking, lodging, and/or meals shall be paid to Consultant unless such expense reimbursements: (i) are specifically provided for and described by nature and type in Exhibit "A", below; (ii) appear on Consultant's monthly invoices to the SCLAA; (iii) are supported by the appropriate receipts and other such documentation as the SCLAA shall require; and (iv) are directly related to the Scope of Services to be performed under this Agreement. In addition, any and all reimbursements shall be made in accordance with any the SCLAA policy governing same.

Section 4. PROPOSAL (change as applicable)

The SCLAA shall pay Consultant as provided in the Proposal attached hereto as Exhibit "A", and incorporated as part of this Agreement by this reference. The provisions of Exhibit "A" notwithstanding, in order to receive payments, Consultant shall be required to submit to the SCLAA detailed monthly invoices which include, if applicable, a description of all services/tasks performed, the number of hours expended on each service/task, the name of the person performing the service/task, and expense reimbursement information, if any, as required by Section 3, above. Provided that services have been satisfactorily rendered, invoices shall be paid by the SCLAA approximately thirty (30) working days following receipt of Consultant's invoice.

Section 5. RESERVED

Section 6. TERM OF AGREEMENT

This Agreement shall be for an Initial Term of **[NUMBER of MONTHS]**, commencing on **[COMMENCEMENT DATE]** (the "Commencement Date") and expiring on **[TERMINATION DATE]** (the "Termination Date") (the "Term"), unless terminated earlier pursuant to Section 21 of this Agreement. From and after the Termination Date, and upon subsequent agreement by the Parties, this Agreement may continue on a month-to-month basis until terminated pursuant to Section 21 below.

[IF NO OPTION PERIODS -- DELETE THIS SECTION FROM THE AGREEMENT IN ITS ENTIRETY]

--This Agreement may be extended for **[NUMBER OF YEARS, MONTHS, ETC.]** additional one-year periods (hereinafter "Option Periods"), at the option of SCLAA, subject to satisfactory performance as determined by SCLAA. SCLAA shall give Consultant sixty (60) days advance written notice prior to the expiration the initial Term and sixty (60) days advance written notice prior to the expiration date of each subsequently exercised Option Period, if any, should SCLAA decide to exercise its option(s) to extend.

In the event SCLAA does not give Consultant such written notice of its option to extend, this Agreement shall terminate at the end of the then-current Term or Option Period without further notice from either Party, unless terminated earlier pursuant to the provisions of Section 21 below. Should SCLAA fail to give Consultant the sixty (60) days written notice of its intention to exercise any Option Period, SCLAA may, in its sole discretion, elect to exercise any Option Period at a later date, following written inquiry from Consultant.

Section 7. INDEPENDENT CONTRACTOR STATUS

It is the express intention of the Parties that Consultant is an independent contractor and not an employee, agent, joint venturer, or partner of the SCLAA. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the SCLAA and Consultant or any employee or agent of Consultant. Both Parties acknowledge that Consultant is not an employee for state or federal tax purposes or any other

purpose. Consultant shall retain the right to perform services for others during the term of this Agreement.

Section 8.

**REPRESENTATIONS AND ACKNOWLEDGMENTS
REGARDING INDEPENDENT CONTRACTOR'S STATUS OF
CONSULTANT**

a. Consultant represents and acknowledges the following:

(1) The SCLAA is not required to provide any training or legal counsel to Consultant or its employees in order for Consultant to perform the services described in this Agreement.

(2) Performance of the services described in this Agreement does not have to be integrated into the daily business operations of the SCLAA.

(3) The services described in this Agreement can be performed without the use of the SCLAA equipment, materials, tools, or facilities, unless otherwise provided under a separate agreement.

(4) Nothing in this Agreement shall be interpreted to imply that the SCLAA must maintain any contractual relationship with Consultant on a continuing basis after termination of this Agreement.

(5) The SCLAA will not be requested or demanded to assume any liability for the direct payment of any salary, wage, or other such compensation to any person employed by Consultant to perform the services described in this Agreement.

(6) Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the SCLAA.

b. The SCLAA represents and acknowledges the following:

(1) Consultant is solely responsible for determining who, under the supervision or direction of Consultant, will perform the services set forth in this Agreement.

(2) The SCLAA will not hire, supervise, or pay any employees or assistants working for Consultant pursuant to this Agreement. Nothing contained in this Agreement shall prevent the SCLAA from hiring Consultant's employees or assistants after termination of this Agreement.

(3) Nothing in this Agreement shall be interpreted to imply that Consultant must maintain any contractual relationship with the SCLAA on a continuing basis after termination of this Agreement.

(4) It is the sole responsibility of Consultant to set the hours in which Consultant performs or plans to perform the services set forth in this Agreement.

(5) Consultant is not required to devote full time to the business operations of the SCLAA in order to perform the services set forth in this Agreement.

(6) Unless deemed necessary under certain circumstances, Consultant is not required to perform the services set forth in this Agreement at the SCLAA or on the SCLAA or City-owned property.

(7) Other than attendance at required public meetings and public hearings, and complying with the provisions of the Payment Schedule set forth in Exhibit A and any procedural requirements set forth by law, Consultant is not required to perform the services set forth in this Agreement in any particular order or sequence.

(8) Nothing in this Agreement shall be interpreted to preclude Consultant from working for other persons or firms, provided that such work does not create a conflict of interest.

Section 9. NOT AGENT OF THE SCLAA

a. Nothing contained in this Agreement shall be deemed, construed, or represented by the SCLAA or Consultant or by any third person to create the relationship of principal and agent.

b. Consultant shall have no authority, express or implied, to act on behalf of the SCLAA in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind the SCLAA to any obligation whatsoever.

Section 10. LICENSES AND PERMITS

Consultant represents that it has obtained and will maintain at all times during the Initial Term (and during the Option Period, if applicable) of this Agreement all business licenses, including but not limited to a City of Victorville business license, professional licenses or certifications, or permits necessary for performing the services described in this Agreement.

Section 11. STANDARD OF PERFORMANCE; WARRANTY

a. Consultant agrees to perform all services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar services under similar conditions in the same or similar locality. Such services shall also be performed in a manner which is reasonably satisfactory to **C. Eric Ray, Airport Director**, or his designee.

b. By executing this Agreement, Consultant warrants that it:

(1) Has thoroughly investigated and considered the services and work to be performed;

(2) Has investigated the issues regarding the scope of services to be provided;

(3) Has carefully considered how the services and related work should be performed; and

(4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

Section 12. FAMILIARITY WITH WORK

Should Consultant discover any latent or unknown conditions materially differing from those inherent in the services or as represented by the SCLAA, Consultant shall immediately inform the SCLAA of such fact and shall not provide any services, except at Consultant's risk, until written instructions are received from **C. Eric Ray, Airport Director**, or his designee.

Section 13. CONFLICTS OF INTEREST

Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's services under this Agreement. Consultant further covenants that in the performance of services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the SCLAA determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the Authority Secretary's Office pursuant to the written instructions provided by the Authority Secretary. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the SCLAA.

Section 14. COMPLIANCE WITH LAWS

Consultant shall comply with all local, state, and federal laws and regulations applicable to the services to be rendered hereunder, including any rule, regulation, or bylaw governing the conduct or performance of Consultant or its employees, officers, or board members.

Section 15. COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE

a. Consultant shall procure and maintain at its own expense, during the Initial Term of this Agreement (and during the Option Period, if applicable), Commercial General Liability Insurance, of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Consultant or its officers, employees, servants, volunteers, and agents and independent contractors.

b. Consultant shall further procure and maintain, at its own expense, during the Initial Term of this Agreement, (and during the Option Period, if applicable), Commercial Vehicle Liability Insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) combined single limit, covering any vehicle utilized by Consultant or its officers, employees, servants, volunteers, agents and independent contractors in performing the services required by this Agreement.

Section 16. WORKERS' COMPENSATION INSURANCE

a. Consultant shall procure and maintain at its own expense, during the Initial Term of this Agreement (and during the Option Period, if applicable), Workers' Compensation Insurance, providing coverage as required by the California State Workers' Compensation Law.

b. If any class of employees employed by the Consultant pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Consultant shall provide adequate insurance for the protection of such employees to the satisfaction of the SCLAA.

Section 17. PROFESSIONAL LIABILITY INSURANCE

Professional Liability Insurance or Errors and Omissions insurance as appropriate to Consultant's profession shall be required and written on a policy form specifically designed to provide coverage for and protect against the negligent acts, errors and omissions of the Consultant in the performance of the services required by this Agreement. A minimum limit of \$1,000,000 per claim and in the aggregate must be provided.

Section 18. ADDITIONAL INSURED

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, all insurance policies, except for the Workers' Compensation and Professional Liability, shall be endorsed to name the SCLAA, the City of Victorville, their officers, employees, servants, volunteers, agents and independent contractors, including, without limitation, the Authority Legal Counsel, as additional Insureds.

Section 19. WAIVER OF SUBROGATION RIGHTS

Consultant shall require the carriers of all required insurance policies, with exception to Professional Liability, to waive all rights of subrogation against the SCLAA, the City of Victorville and their officers, employees, servants, volunteers, agents, and independent contractors and subcontractors. Each policy of insurance shall be endorsed to reflect such waiver.

Section 20. PROOF OF INSURANCE COVERAGE; REQUIRED ENDORSEMENTS

a. Consultant shall secure from a good and responsible company or companies authorized to transact insurance business in the State of California, the policies of insurance required by this Agreement and furnish to the Authority Secretary certificates of insurance evidencing the required coverage, and policy endorsements at least one (1) business day prior to the commencement of any services to be performed under this Agreement.

b. The policies and certificates of insurance shall be endorsed to provide that in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the SCLAA shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of cancellation for non-payment, ten (10) days advance written notice shall be given.

c. Each policy and certificate of insurance shall be endorsed to provide that the policy shall not be terminated or expire without first providing thirty (30) days written notice to the SCLAA of such termination or expiration.

d. Each policy and certificate of insurance shall be endorsed to provide that the policy will be maintained throughout the Initial Term (and during the Option Period, if applicable), of this Agreement.

e. The Commercial General Liability and Vehicle Liability policies shall be endorsed to contain the following provision: "For any claims related to this Agreement, Consultant's coverage shall be primary with respect to the SCLAA. Any insurance maintained by the SCLAA shall be in excess of Consultant's insurance and shall not contribute with it."

Section 21. TERMINATION OR SUSPENSION

a. This Agreement may be terminated or suspended without cause by either Party at any time, provided that the Party initiating the termination provides the other Party at least thirty (30) days advance written notice of such termination or suspension. In the event of such termination, the SCLAA shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or supplies actually furnished prior to the effective date of termination.

b. This Agreement may be terminated or suspended with cause by either Party at any time, provided that the Party initiating termination provides the other Party at least ten (10)

days advance written notice of such termination or suspension. In the event of such termination, the SCLAA shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or supplies actually furnished prior to the effective date of termination.

Section 22. TIME OF THE ESSENCE

Time is of the essence in the performance of this Agreement.

Section 23. INDEMNIFICATION

a. Except as set forth in Subsection b of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the SCLAA, its officers, employees, representatives, and agents (the "SCLAA Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the SCLAA (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the SCLAA Indemnitees.

b. The provisions of this Subsection b apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Subsection a above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the SCLAA Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the SCLAA Indemnitees.

c. The SCLAA does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the SCLAA, or the deposit with the SCLAA, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

d. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

Section 24. REPORTS

Upon request by **C. Eric Ray, Airport Director**, or his designee, or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in Exhibit "A", Consultant shall prepare and submit reports to the SCLAA concerning Consultant's performance of the services required by this Agreement.

Section 25. RECORDS

a. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable **C. Eric Ray, Airport Director**, or his designee, to evaluate the cost and the performance of such services.

b. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles.

c. **C. Eric Ray, Airport Director**, or his designee, shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

d. Records and supporting documents pertaining to the use of funds paid to Consultant hereunder shall be retained by Consultant and made available to **C. Eric Ray, Airport Director**, or his designee, for purposes of performing an audit for a period of five (5) years from the date of termination of this Agreement.

Section 26. RESERVED

Section 27. CONFIDENTIALITY; OWNERSHIP OF WORK

a. Any and all documents and information obtained from the SCLAA or prepared by Consultant for the SCLAA shall be kept strictly confidential unless otherwise provided by applicable law. All the SCLAA data, documents and information shall be returned to the SCLAA upon termination of the Agreement.

b. Any drawings, specifications, reports, records, documents, or other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of **C. Eric Ray, Airport Director**, or his designee, or as required by applicable law.

c. Consultant shall not disclose to any other entity or person any information regarding the activities of the SCLAA, except with the prior written approval of **C. Eric Ray, Airport Director**, or his designee, or as required by applicable law.

d. All original documents, reports, designs, computer files and all other materials prepared by Consultant in the course of performing the services pursuant to this Agreement, whether completed or in progress, are the property of the SCLAA and shall be surrendered to the SCLAA upon the completion of Consultant's services or when requested by **C. Eric Ray, Airport Director**, or his designee. Such materials may be used, reused or otherwise disposed of by the SCLAA without the permission of Consultant.

e. Consultant's covenants under this Section 27 shall survive the termination of this Agreement.

Section 28. PRINCIPAL REPRESENTATIVES

a. **NAME OF CONSULTANT REP**, is designated as the principal representative of Consultant for purposes of communicating with the SCLAA on any matter associated with the performance of the services set forth in this Agreement.

b. **C. Eric Ray, Airport Director**, or his designee, shall be the principal representative of the SCLAA for purposes of communicating with Consultant on any matter associated with the performance of the services set forth in this Agreement.

c. Either Party may designate another individual as its principal representative by giving written notice of such designation to the other Party.

Section 29. MODIFICATIONS AND AMENDMENTS; EXTRA SERVICES

a. This Agreement may be modified or amended only by a written instrument signed by both Parties.

b. During the Initial Term, the SCLAA may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the SCLAA to be necessary for the proper completion of **PROJECT TITLE**, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. A written instrument signed by both Parties shall be required to authorize performance of and payment for Extra Services.

Section 30. ENTIRE AGREEMENT

a. This Agreement supersedes any and all prior or contemporaneous agreements, either oral or written, between the SCLAA and Consultant with respect to the subject matter of this Agreement.

b. This Agreement contains all of the covenants and agreements between the Parties with respect to the subject matter of this Agreement, and each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Agreement.

c. No agreement, statement, or promise with respect to the subject matter of this Agreement, which is not contained in this Agreement, or in a valid modification or amendment to this Agreement, shall be valid or binding on either Party.

Section 31. AMBIGUITIES

This Agreement is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Agreement.

Notwithstanding the foregoing, the Parties agree that Exhibit "A" is attached hereto for reference purposes and to the extent there are any ambiguities, inconsistencies or conflicts between the terms of this Consultant/Professional Services Standard Provider Agreement and Exhibit "A", the terms of this Consultant/Professional Services Standard Provider Agreement shall control and nothing set forth in Exhibit "A" shall be deemed to supersede any of the provisions of this Consultant/Professional Services Standard Provider Agreement.

Section 32. NOTICES

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

To the SCLAA: C. Eric Ray, Airport Director
Southern California Logistics Airport Authority
18374 Phantom West
Victorville, CA 92394

To Consultant: POC, COMPANY NAME & ADDRESS

b. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

Section 33. NON-LIABILITY OF THE SCLAA OFFICERS AND EMPLOYEES

No officer or employee of the SCLAA shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by the SCLAA or for any amount, which may become due to Consultant or to its successor(s), or for any breach of any obligation of the terms of this Agreement.

Section 34. REVIEW BY ATTORNEYS

Each Party hereto has had its attorney(s) review this Agreement and all related documents. Each Party hereto has consulted with its attorney(s) and has negotiated the terms of this Agreement based on such consultation.

Section 35. WAIVER

a. No waiver shall be binding unless executed in writing by the Party making the waiver.

b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

c. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of such provision or any of the remaining provisions of this Agreement.

Section 36. ASSIGNMENT

This Agreement shall not be assigned by either Party without prior written consent of the other Party.

Section 37. CARE OF WORK

The performance of services by Consultant or the payment of money by the SCLAA shall not relieve Consultant from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the SCLAA, when such incomplete, inaccurate or defective work is due to the negligence of Consultant.

Section 38. CAPTIONS AND HEADINGS

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

Section 39. SUCCESSORS, HEIRS, AND ASSIGNS

Except as otherwise expressly provided herein, this Agreement shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties to this Agreement and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties.

Section 40. GENDER

In this Agreement, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

Section 41. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

Section 42. GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties under this Agreement, shall be construed pursuant to and in accordance with California law.

Section 43. DEFAULT

a. Failure or delay by any Party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the Party who is otherwise claimed to be in default by the other Party commences to cure, correct, or remedy the alleged default within fifteen (15) days after receipt of written notice specifying such default and shall diligently complete such cure, correction, or remedy, such Party shall not be deemed to be in default hereunder.

b. The Party claiming that a default has occurred shall give written notice of default to the Party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured Party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

c. Any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

d. In the event that a default by any Party to this Agreement may remain uncured for more than fifteen (15) days following written notice, as provided above, the injured Party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

Section 44. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

Section 45. VENUE

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in San Bernardino County, California.

Section 46. ATTORNEYS' FEES

In the event any action, suit, or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement, or as a result of any alleged breach of any provision of this Agreement, the prevailing Party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing Party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Section 47. EFFECTIVENESS OF AGREEMENT

This Agreement shall not be binding upon the SCLAA, until signed by the authorized representative(s) of Consultant, approved by the Authority Risk Manager, and executed by the authorized the SCLAA personnel or Mayor.

Section 48. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT

a. Each of the Parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the Parties hereto.

b. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the Parties each purports to represent.

Section 49. COUNTERPARTS

This Agreement may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Agreement.

(END OF THIS PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates written below.

**SOUTHERN CALIFORNIA LOGISTICS
AIRPORT AUTHORITY**

COMPANY NAME

By: _____
**(INSERT DEPT. HEAD NAME AND TITLE)
(MAYOR NAME AND AUTHORITY CHAIRMAN
IF OVER \$50K)**

By: _____
**(INSERT NAME & TITLE OF
PERSON SIGNING ON BEHALF,
OF CONSULTANT)**

Dated: _____

Dated: _____

ADD ATTEST IF OVER \$50,000
Charlene Robinson,
Authority Secretary

**SOUTHERN CALIFORNIA LOGISTICS
AIRPORT AUTHORITY**

Approved as to Standard Form:

By: _____
**Chuck Buquet,
Authority Risk Manager**

By: _____
**Andre de Bortnowsky,
Authority Legal Counsel**

Dated: _____

Dated: _____

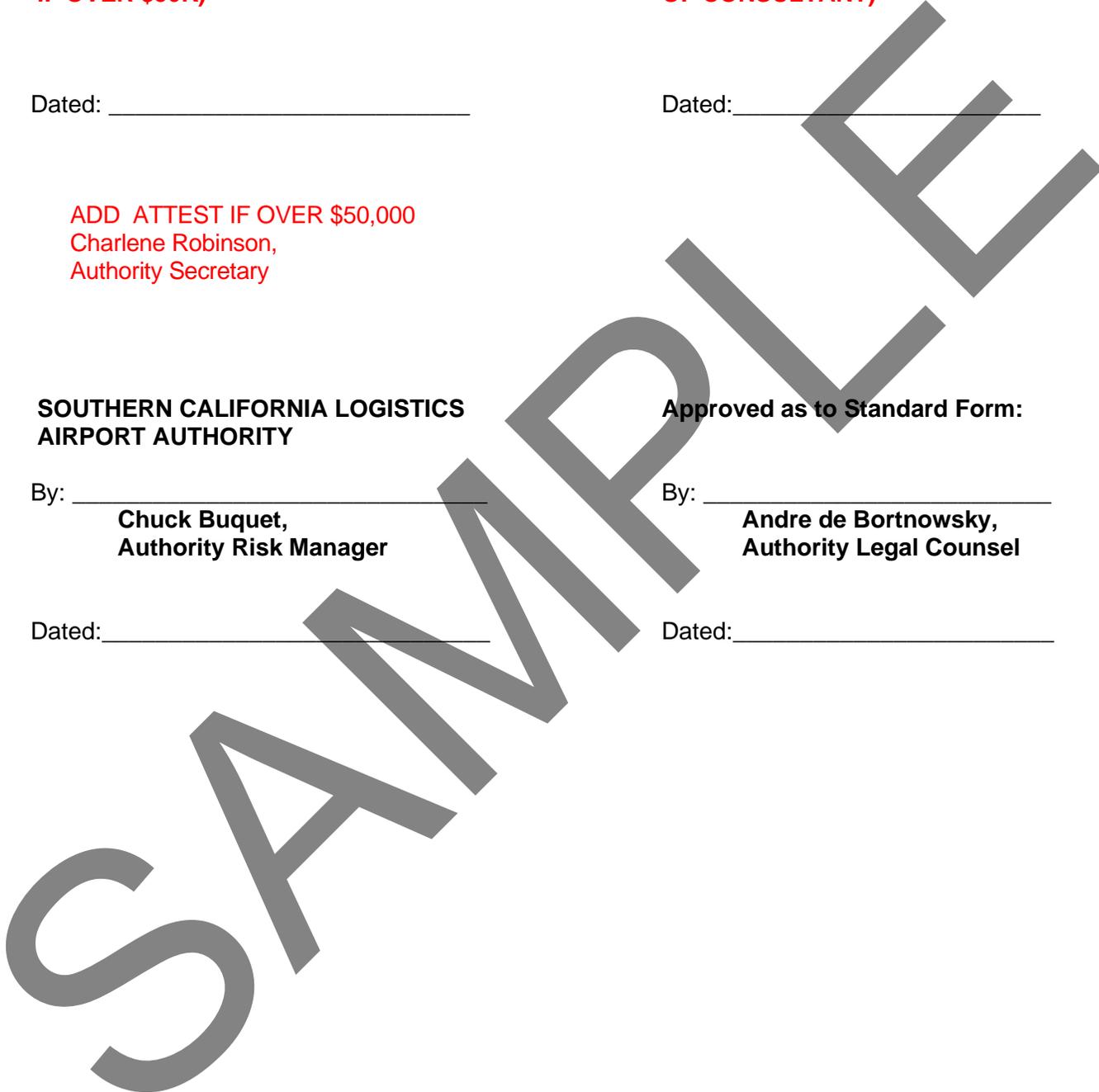


EXHIBIT A

**PROPOSAL – CHANGE IF NEEDED
SCOPE OF WORK, SCOPE OF SERVICES, ETC.**

See Attachment

SAMPLE

EXHIBIT B

**FEE SCHEDULE – CHANGE AS NEEDED
PROPOSAL, COST PROPOSAL, ECT.**

See Attachment

SAMPLE

DBE CONTRACT PROVISIONS :

EXHIBIT "C"

**DISADVANTAGED BUSINESS ENTERPRISE
CONTRACT PROVISIONS**

See Attachment

SAMPLE

EXHIBIT “C”

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), the Southern California Logistics Airport Authority (SCLAA) has adopted a Disadvantaged Business Enterprise (DBE) Program, in conformance with Title 49 CFR Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.”

- This DOT-assisted project is subject to these stipulated regulations and SCLAA’s DBE program, which are hereby incorporated in their entirety by this reference

Consultant must complete and submit all required DBE documentation to effectively capture all DBE utilization on SCLAA’s DOT-assisted contracts whether achieved race neutrally or race consciously. No changes to Consultant’s DBE Commitment shall be made until proper protocols for review and approval of SCLAA are rendered in writing.

I. Consultant’s Required Clauses

Consultant shall ensure that the following clauses are placed verbatim in every Subcontract agreement, broker, dealer, vendor, supplier or Purchase Order (PO) or other source agreements issued to both DBE and non-DBE firms. This clause applies to both DBE and non-DBE subconsultants:

A. Non-Discrimination Clause

The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as SCLAA 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 consultant from future proposing as non-responsible.

B. Prompt Payment Clause

The Prime Consultant agrees to pay each subconsultant under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the Consultant receives from the SCLAA. The Consultant agrees further to return retainage payments to each subconsultant within seven (7) days after the subconsultant’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 SCLAA. This clause applies to both DBE and non-DBE subconsultants.

C. Any violation of the Prompt Payment Clause provision listed above shall subject the

violating consultant to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 3321 of the California Civil Code for consultant contracts. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the Consultant; deficient subconsultant performance and/or noncompliance by a subconsultant.

Failure to comply with the Prompt Payment Clause provision without prior approval from SCLAA will constitute noncompliance, which may result in the application of appropriate administrative sanctions, including, but not limited to, a penalty of two percent (2%) of the invoice amount due per month, for every month that full payment is not made.

- D. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the Consultant or subconsultant to a subconsultant, the Consultant or subconsultant may withhold no more than 150 percent of the disputed amount.
- E. The sanctions authorized under this section shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This provision applies to both DBE and non-DBE consultants and subconsultants.

II. DBE Goal and Consultant DBE Commitment

SCLAA establishes contract-specific DBE goals to meet any portion of SCLAA's Overall DBE Goal that SCLAA does not project being able to meet using race-neutral means. SCLAA establishes contract-specific goals only on those DOT-assisted contracts that have subcontracting opportunities.

SCLAA may establish a DBE contract goal that is higher or lower than its overall goal, depending on such factors as the type of work involved, the location of the work, and the availability of DBEs for the work of the particular contract.

SCLAA established a 10% DBE contract-specific goal on this project and the Consultant has committed to ___% DBE participation. The Consultant is required to demonstrate DBE responsiveness towards meeting the 10% DBE contract-specific goal on this project as well as their DBE commitment.

Consultant agrees to ensure that any DBE subconsultant listed on the "DBE Participation Commitment Form" will perform work and/or supply materials in accordance with original commitments, unless otherwise directed and/or approved by SCLAA prior to Consultant effectuating any changes to its DBE participation commitment(s).

The Consultant must demonstrate responsiveness to meeting the DBE goal throughout the life of the project. The Consultant's DBE commitment shall be evaluated by dividing the value of DBE commitments (executed subcontracts or purchase orders) by the Consultant's total contract value. DBE utilization or DBE attainment will be evaluated by dividing the dollars paid to DBE firms by the Consultant's total contract value. The Consultant must notify SCLAA in a timely manner and in writing, of changes to planned DBE participation or problems anticipated in attaining the DBE goal. In accordance with SCLAA's DBE Program, the Consultant must include satisfactory evidence good faith efforts were undertaken and must specify additional good faith efforts planned to remedy any shortfall towards meeting the project DBE goal.

If there is a change order to a contract on which there is a DBE contract goal, then that contract goal applies to the total contract value, inclusive of all change orders. This is true regardless of whether SCLAA or the Consultant initiates the change order.

SAMPLE