RESOLUTION - ACTION REQUESTED 2016-285

MEETING:       June 14, 2016

TO:            The Board of Supervisors

FROM:          Tony Stobbe, Public Works Director

RE:            Approve On-Call Airport Consulting Services

RECOMMENDATION AND JUSTIFICATION:
Approve a Five-Year Agreement with Wadell Engineering Corporation for Airport Consulting Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

At the March 15, 2016 meeting of the Board of Supervisors the Board authorized the Public Works Department to advertise a Request for Qualifications (RFQ) from airport consulting firms to provide on-call consulting services, RES 2016-128. The Department developed a public advertisement period between March 24 through April 7, 2016, and directly solicited eleven (11) firms with extensive experience in providing Professional Aviation Engineering Services. A pre-proposal meeting was conducted at the Airport to discuss possible projects and three separate firms were in attendance and demonstrated interest in the project. Proposals were due on April 11, 2016, and the County received two (2) proposals. An evaluation committee judged the proposals and determined that Wadell Engineering Corporation was the best suited firm to meet the County’s projects needs.

Airports operate in a complex regulatory environment and the Mariposa-Yosemite Airport will benefit from specialized knowledge in the delivery of Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant-funded projects including reviewing and revising the Airport Capital Improvement Plan, updating the Airport Layout Plan, and in the development of pavement projects planned for the next several years.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors granted the Public Works Department approval to advertise for on-call consulting services at the March 15, 2016 Board of Supervisors meeting.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the Agreement. Without the benefit of specialized assistance in this area the County may not receive consideration for future grants available to airports of our size and service capabilities.
FINANCIAL IMPACT:
Funding for this contract will be provided in the FY16-17 budget in the Professional Services line item of the Airport budget. Funds will come from a combination of FAA AIP grants and Airport Revenues.

ATTACHMENTS:
Wadell Eng Corp 16-030 (PDF)

CAO RECOMMENDATION
Requested Action Recommended

Mary Hodson, CAO 6/6/2016

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Kevin Cann, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Kevin Cann, John Carrier
EXCUSED: Merlin Jones
PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made this 14th day of June, 2016 between:

COUNTY: Mariposa County Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338

and

CONTRACTOR: Wadell Engineering Corporation
Airport Planning-Engineering-Management Consultants
P.O. Box 117370
Burlingame, CA. 94011-7370

ARTICLE 1. TERM OF AGREEMENT

1.01 Agreement Term: This Agreement shall become effective on June 14, 2016, and shall terminate on June 30, 2021, unless terminated in accordance with the provisions of Article 7 of this Agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent Contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

2.02 Contractor Qualifications: Contractor represents that it has the necessary competence, experience and qualifications for the services to be performed.

2.03 Agreement Management: Contractor shall report to the Public Works Director who will review the activities and performance of the Contractor and administer this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

3.01 Scope of Services: Contractor agrees to perform the services as described on Exhibit "A" (A1: ALP Update and A2: PMMP) attached hereto. Request for qualification was done in April 2016. Additional services may be provided if requested by the County in accordance with the April 2016 Consultant Selection.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and

Revised 5/06/13
any adjustment in Agreement time. All such services are to be coordinated with County and the results of the work shall be monitored by the Public Works Director or his/her designee. However, the means by which the work is accomplished shall be the sole responsibility of the Contractor.

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

3.03 Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Agreement. County may not control, direct, or supervise Contractor's responsibility for assistants or employees in the performance of those services. Contractor assumes full performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of such assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

ARTICLE 4. COMPENSATION

4.01 Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to the services satisfactorily performed in the not to exceed amount of $163,667 for services as described above. The total sum to be paid to Contractor includes all labor, materials, travel and other expenses to be incurred by Contractor in the performance of the services described herein. Payment shall be made upon submission of a formal claim approved by the appropriate official of the County as follows:

[ ] Total sum to be paid upon completion of services,  
or  
x Incremental payments based on the following schedule:  
    Submittal of monthly invoices

Funding Source: Project assignments and acceptance of proposal by County and issuance of notification to proceed.

4.02 Invoices: Contractor shall submit detailed invoices for all services being rendered from the Contractor to the County. All invoices shall reference contract number.

4.03 Date for Payment of Compensation: County will endeavor to make payment within 45 days of invoices being submitted from the Contractor to the County, and approval and acceptance of the work by the County.

4.04 Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR
5.01 **Tools and Instrumentalities:** Contractor will supply all tools and instrumentalities, required to perform the services under this Agreement. Contractor is not required to purchase or rent any tools, equipment or services from County. County shall not provide working space, supplies, materials or other such support to Contractor in the performance of the services and tasks as described herein.

5.02 **Indemnification:** Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, to the extent caused by the negligent performance of services by Contractor or Contractor’s assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of One Million Dollars ($1,000,000) or an amount as otherwise determined appropriate by the County Risk Manager to cover such claims. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. Acceptance by County of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.03 **General Liability and Automobile Insurance:** During the term of this Agreement Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least $1,000,000 combined limit for bodily injury and property damage; provided that the County, its officers, employees, volunteers and agents are to be named additional insureds under the policies, and that the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or the named insureds will be called on to cover a loss covered hereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.04 **Professional Liability Coverage:** Contractor shall provide proof of professional liability coverage satisfactory to County prior to commencing work under the Agreement.

5.05 **Certificate of Insurance:** Contractor shall complete and file with the County prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth in paragraphs 5.02, 5.03 and 5.04 above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to County prior to the effective date of such cancellation.

5.06 **Workers’ Compensation:** During the term of this Agreement Contractor agrees to provide workers’ compensation insurance for Contractor’s employees and agents and agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of Contractor’s employees or agents.

5.07 **Public Employees Retirement System (CalPERS):** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of

Revised 5/06/13
any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

5.08 **State and Federal Taxes:** As Contractor is not County's employee; Contractor is responsible for paying all required state and federal taxes. In particular:

a) County will not withhold FICA (Social Security) from Contractor's payments;
b) County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c) County will not withhold state or federal income tax from payment to Contractor;
d) County will not make disability insurance contributions on behalf of Contractor;
e) County will not obtain workers' compensation insurance on behalf of Contractor.

5.09 **Records:** It is understood and agreed that all plans, studies, specifications, and data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Agreement shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the County and are not necessarily suitable for any future or other use. Contractor shall maintain such records for a minimum of three (3) years or as otherwise required by law.

5.10 **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

5.11 **Assignability of Agreement:** It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.

**ARTICLE 6. OBLIGATIONS OF COUNTY**

6.01 **Cooperation of County:** County agrees to comply with all reasonable requests of Contractor and provide access as allowed by law to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

6.02 **Assignment:** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by County without the prior written consent of Contractor.

**ARTICLE 7. TERMINATION OF AGREEMENT**

Revised 5/06/13
7.01 Termination Occurrence of Stated Events: This Agreement shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of Contractor;
2. Death of Contractor.

7.02 Termination by County for Default of Contractor: Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at County's option, may terminate this Agreement by giving written notification to Contractor.

7.03 Termination for Convenience of County: County may terminate this Agreement at any time by mailing a notice in writing to Contractor that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

7.04 Termination of Funding: The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are necessarily contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of County arising from this Agreement shall be immediately discharged. County agrees to inform Contractor no later than thirty (30) calendar days after County determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available.

ARTICLE 8. GENERAL PROVISIONS

8.01 Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

8.02 Entire Agreement of the Parties: This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged and approved by the County as provided herein or as otherwise required by law.

8.03 Partial Invalidity: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
8.04 Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

8.05 Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons who work under this Agreement because of race, color, national origin, ancestry, disability, sex or religion of such person.

8.06 Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation.

8.07 Governing Law: This Agreement and all matters relating to it shall be governed by the laws of the State of California and County of Mariposa and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Mariposa.

Executed at Mariposa, California, on the date and year first above written.

COUNTY:
Public Works

CONTRACTOR:
Wadell Engineering Corporation

JohnCarrier, Chairman  6-16-16
Mariposa County Board of Supervisors

(Signature)  5/30/16
Date

APPROVED AS TO FORM:

STEVEN W. DAHLEM  6-16-16
County Counsel

ATTEST:

RENE LaROCHE  6-16-16

Revised 5/06/13
EXHIBIT A
A1: SCOPE OF WORK, SCHEDULE & COMPENSATION
MARIPOSA-YOSEMITE AIRPORT
AIRPORT LAYOUT PLAN UPDATE, FAA EXHIBIT "A" PROPERTY MAP
AND AIRPORT CAPITAL IMPROVEMENT PROGRAM (ACIP)
WITH NARRATIVE REPORT
5-3-2016

SCOPE OF WORK

The following work elements will be performed in accordance with applicable portions of FAA Standard Operating Procedures 2.00 and 3.00.

TASK 1 – DATA COLLECTION
OBJECTIVE: To establish a base of reference materials relevant to the Mariposa-Yosemite Airport.

DESCRIPTION: Obtain Basic Planning Data

Perform a site visit, meet with county staff and interested parties, collect existing reports and drawings, and review available data in county airport files.

OUTPUT: Base data for preparation of drawings.

TASK 2 - AERIAL PHOTOGRAPHY & MAPPING
OBJECTIVE: To use new AGIS mapping for Mariposa-Yosemite Airport planimetric base maps.


Develop updated base maps for the ALP at a scale of 1"=200' with 2 foot contours, spot elevations and building heights. Mapping will be in NAD83 and NAVD88 with runway ends located to the nearest 0.01 second of latitude and longitude. The updated mapping will be obtained as part of the project.

OUTPUT: Photos and basemaps for airport layout and obstruction analysis in the RPZ to supplement existing mapping.

TASK 3 - AIRPORT LAYOUT PLAN & AIRSPACE PLAN
OBJECTIVE: To prepare airfield development layouts depicting current and future facilities, and airspace plan. The work will be performed in accordance with applicable portions of FAA Standard Operating Procedures 2.00.

DESCRIPTION: Airport Layout Plan (ALP)

The layout plan will depict initial and future airport facilities. Shown will be facility locations, clearances needed between aircraft operational surfaces and facilities, and dimensional information relating to FAA recommended standards. The layout plan includes a location map and outline of runway protection zones and approach areas with
information on the land usage beneath such areas. Identification of facilities no longer needed or scheduled to be phased out of existence is also a part of the layout plan.

Airport Airspace Drawing (AAD)
The AAD drawing supplements information on the layout plan. It provides profile information for runways and details the approach areas to indicate obstructions and other objects in, as well as ground elevations under the runway protection zones. The drawing shows approach surfaces to a point 5,000 beyond the primary surface. As a part of this drawing, the imaginary surfaces defined in FAR Part 77 and the areas thereunder are portrayed. Prepare the AAD for either the current or rotated runway alignment.

OUTPUT:  
Airport Layout Plan using planimetric mapping and photographic base.  
Airport Airspace Drawing using USGS Base Maps.  
Ten draft sets and one electronic set. Five final sets and one electronic set.

TASK 4 – EXHIBIT “A” AIRPORT PROPERTY MAP

OBJECTIVE:  To prepare an airport property map based on available Owner furnished information.

DESCRIPTION: Exhibit “A” Airport Property Map

The Exhibit A will use the ALP as a base to present airport property ownership including fee title and aviation easements. The map will depict acquisitions by grant number and land included in the airport that has not been acquired with FAA funds. Future acquisitions will be illustrated with acreage and dimensions. The map will be based on Owner furnished current title reports and data including original transfer agreements and land releases and sales, if any. No field surveying will be performed by the Consultant. The work element will be performed in accordance with applicable portions of FAA Standard Operating Procedure 3.00.

OUTPUT:  
Exhibit “A” Airport Property Map depicting airport land interests.  
Ten draft sets and one electronic set. Five final sets and one electronic set.

TASK 5 – CAPITAL IMPROVEMENT PROGRAM (ACIP)

OBJECTIVE:  To establish a project listing and capital cost estimates for development of designated Mariposa-Yosemite Airport facilities.

DESCRIPTION: Prepare a 5 year capital improvement program listing with associated costs of development for each line item. Projects will be shown on the ALP. The services exclude environmental processing.

OUTPUT:  
List of capital improvement projects in an FAA ACIP format.

TASK 6 – COORDINATION & NARRATIVE REPORT

OBJECTIVE:  To prepare a narrative report and coordinate with the FAA, State Aeronautics and Owner.

DESCRIPTION: Prepare a narrative report discussing the existing facilities and future needs, airport plans and capital programs to meet requirements.

Meet with county staff to coordinate the preparation of the Airport Layout Plan and ACIP program. Meet with the FAA to obtain comments and assist with approvals.

OUTPUT:  
Two (2) staff/committee meetings will be held to communicate the planning progress. Draft drawings will be used for the discussions. Narrative report document.
SCHEDULE
The work will commence upon receipt of an executed contract and notice to proceed. The work will be completed within 270 calendar days of receipt of county furnished data. The completion date excludes public and FAA review and comment periods.

COMPENSATION
The cost is a lump sum fixed price amount of one hundred thirty-six thousand eight-hundred eighty-nine dollars ($136,889.00). The compensation includes all labor, travel, supplies, printing, meals and other costs.
SCOPE OF WORK

This scope of work includes an initial PMMP implementation for Mariposa-Yosemite Airport.

With the implementation of a new PMMP, the Airport will be able to certify that it has implemented an effective airport pavement maintenance management program and assure that they will use such a program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport with respect to projects approved after January 1, 1995.

Guidance regarding the background, purpose and overview of a PMMP is currently contained in FAA AC 150/5380-7B Airport Pavement Management Program (PMP) dated 10/10/2014. The requirements for a PMP are contained in Appendix A of FAA AC 150/5380-7B. The requirements for the PCN and allowable load computations are included in FAA AC 150/533S-5C, Standardized Method for Reporting Airport Pavement Strength – PCN, dated 8/14/2014.

The proposed PMMP project tasks include:

- Records Review
- Develop Network Layout Drawings
- Create PAVER Database and Prepare Computers for Inspection
- Conduct Pavement Condition Index (PCI) Surveys
- PCI Data Analysis and PAVER Customization
- Develop CIP Budget and Maintenance and Repair (M&R) Recommendations
- Prepare PMMP Reports

Software Platform

The Airport can meet FAA requirements by using the latest version the PAVER software (Version 7.0 was just released in 2014) for the PCI analysis or use the FAA's most recent version of PAVEAIR (Version 2.0) software. Since PAVEAIR is compatible with PAVER, the databases can easily be exported between each PMMP software. There are several pros and cons for each software that should be considered in the selection of PAVER or PAVEAIR. However, it is important to note that the FAA supports the use of both software programs; therefore, a system should be selected that will address the needs of Mariposa-Yosemite Airport for their airside, roadway and parking lot pavements.

Tasks for the PMMP Implementation

TASK 1 – CONDUCT RECORDS RESEARCH

During this task, WEC will review the construction history for all pavements that are included in the scope of work. This is very important information in the PMMP database since it establishes the Last Construction Date (LCD), which is used to develop pavement performance models. In the future, for structural analysis work, pavement cross section and aircraft fleet mix operations and traffic flow data must be collected and used for runway, taxiway, and apron sections in the PMMP database. The results from the records review will be used to prepare maps that reflect the section limits and the network layout definition for Mariposa-Yosemite Airport.
TASK 2 – PREPARE NETWORK LAYOUT DRAWINGS
After the records review is completed, the collected information will be used to verify the accuracy of the existing maps that divide the pavements at Mariposa-Yosemite Airport into branches (facilities), sections (features), and sample units, according to procedures outlined in the FAA Advisory Circular (AC) 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," and ASTM Standard D5340-12, "Standard Test Method for Airport Pavement Condition Index Surveys." The limits of each pavement section will be defined based on pavement type, pavement cross sections, age, and traffic activity. WEC will use GIS and GPS technology for PCI surveys of the Mariposa-Yosemite Airport pavements.

TASK 3 – CREATE PAVER DATABASE & PREPARE COMPUTERS FOR INSPECTION
After the drawings have been prepared, the PAVER database will be created to reflect airside pavement differences with regard to 1) section surface types, areas, and last construction dates (LCD); and 2) sample unit sizes and types for each section. WEC will use their handheld computers to collect the PCI distress data. These handheld devices are equipped with GIS software and GPS receivers that are used to provide an efficient pavement distress data collection methodology.

TASK 4 – CONDUCT PAVEMENT SURVEYS
WEC will use the FAA’s PCI survey procedure to collect pavement distress data according to the ASTM D5340-12. The new network definition maps that were prepared from the records review will be considered preliminary until information is confirmed by PCI inspectors on site. Inspectors will verify dimensions, geometry, orientation, and shape of each pavement section and facility. In addition, they will confirm section boundaries where construction lines are visible and establish new boundaries where pavement conditions dictate. Network definition maps will be revised following the PCI inspections to reflect inspector notes and comments.

As defined in ASTM D5340-12, the sample unit size for asphalt concrete (AC) pavements is approximately 5,000 square feet and the sample unit size for Portland cement concrete (PCC) pavements is about 20 slabs.

For the visual inspection, WEC will field one two-person PCI team. Prior to arrival at Mariposa-Yosemite airport, WEC will notify the airport manager of the proposed inspection dates. The PCI survey team will monitor the appropriate UNICOM frequency.

Inspectors will work from airport network definition maps that designate the dimensions of sample units and specific sample units to be inspected. For the 2016 inspection, control will be established using the GPS capabilities of the handheld computers (e.g. PDA/Trimble units). The use of handheld computers, PAVER, WEC’s Explorer software, and WEC’s Inspector Mobile software eliminates the need for manual entry of the PCI distress data. At the end of the PCI distress data collection, WEC QC procedures requires the PCI Team leader to review the distress data that is collected by using Explorer to ensure the data is ready to be imported to PAVER. Inspector Mobile databases are continuously backed up at the end of each day’s work as an additional precaution.
During the pavement inspection, a digital photo log will be maintained that shows typical distresses encountered during the survey. The physical location of the photos will be identified by airport, pavement facility (e.g. Runway 8-26), pavement section, and global positioning system (GPS) coordinates. All photos will be geo-referenced for use in the reports using the Ricoh cameras.

### PCC Sampling Rate

<table>
<thead>
<tr>
<th>Total Number Of Samples</th>
<th>Sample Inspected</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-3</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>5-7</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>8-10</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>11-16</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>17-28</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>29-64</td>
<td>13</td>
<td></td>
</tr>
<tr>
<td>65-90</td>
<td>14</td>
<td></td>
</tr>
<tr>
<td>Over 90</td>
<td>20%, but less than 32</td>
<td></td>
</tr>
</tbody>
</table>

### AC Sampling Rate

<table>
<thead>
<tr>
<th>Total Number Of Samples</th>
<th>Sample Inspected</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2-3</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>4-9</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>10-40</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>&gt; 40</td>
<td>15 percent, but &lt; 17</td>
<td></td>
</tr>
</tbody>
</table>

### TASK 5 - PCI DATA ANALYSIS AND PAVER CUSTOMIZATION

The PCI distress data will be uploaded to PAVER by importing the data from Inspector Mobile to PAVER by using APMS Explorer. After the data are imported, a global PCI re-calculation is conducted to produce current PCI values for each pavement section. The PCI results are checked to ensure that the results are reasonable and that standard deviations are acceptable for the network-level surveys.
After the new PCI values have been computed, the performance modeling tool in PAVER will be used to develop performance models in the Mariposa-Yosemite Airport’s PAVER database. After this analysis is complete, the database will be customized to reflect the localized maintenance procedures that are recommended for the airport. In addition, unit costs for maintenance work and Major pavement M&R will be included in the PAVER customization tables.

TASK 6 – DEVELOP CIP BUDGET AND M&R RECOMMENDATIONS

WEC will develop a multi-year Capital Improvement Program (CIP) that includes realistic types of projects (e.g. mill and overlay of specific thickness, reconstruction with AC or PCC, etc.). Each project will be discussed through a working group meeting between the Airport and WEC to address all components of a project’s cost, constructability, traffic operations and flow, and reliability. Once a 5-year CIP and maintenance plan are developed and approved by the Airport and WEC, we will conduct a 10-year analysis using PAVER so that consequences of the 5-year CIP implementation can be fully understood by the Airport.

In addition to the CIP work (e.g. Major M&R) that is developed for Mariposa-Yosemite, a program will be developed for preservation and maintenance policies for “Preventive” repairs (localized repairs that occur when the PCI is above the critical PCI) and “Stop Gap” repairs (localized repairs that occur when the PCI is below the critical PCI) for Mariposa-Yosemite Airport. The scope and budget for this work will be based on the maintenance policies and unit costs that were developed during PAVER customization in Task 5.

TASK 7 - PREPARE PMMP REPORT

WEC will prepare draft and final reports that provide a summary of the work that has been completed in Tasks 1 through 6. The report will include several GIS maps that summarize the functional condition of the airside pavements. In addition, a GIS map will be prepared that summarizes the 5-year CIP work at the Airport. PAVER reports will be included in the appendices of the report that provides additional data regarding the airside pavement inventory and PCI values. PAVER will NOT be purchased and installed for Mariposa-Yosemite Airport.

SCHEDULE

The work will commence upon receipt of an executed contract and notice to proceed. The work will be completed within 270 calendar days of receipt of county furnished data. The completion date excludes public and FAA review and comment periods.

COMPENSATION

The cost is a lump sum fixed price amount of twenty-six thousand seven hundred seventy-eight dollars ($26,778.00). The compensation includes all labor, travel, supplies, printing, meals and other costs.

END OF EXHIBIT A (5-3-2016)
FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

All references made herein to "contractor", "bidder", and "offeror" shall pertain to the architect/engineer (A/E). All references made herein to "subcontractor" shall pertain to any and all subconsultants under contract with the A/E.

All references made herein to "sponsor" shall pertain to the state, city, airport authority or other public entity executing the contract with the A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.326, 2 CFR § 200.333

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

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will 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 handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

(a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.
CIVIL RIGHTS – TITLE VI ASSURANCES

1) Title VI Solicitation Notice

Reference: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

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

2) Title VI Clauses for Compliance with Nondiscrimination Requirements

Reference: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

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

a) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

b) Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

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

e) Sanctions for Noncompliance: In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
i. Withholding payments to the contractor under the contract until the contractor complies; and/or

ii. Cancelling, terminating, or suspending a contract, in whole or in part.

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

3) **Title VI List of Pertinent Nondiscrimination Authorities**

Reference: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 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 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);


- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131–12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 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 non-discrimination 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 U.S.C. 1681 et seq).

**DISADVANTAGED BUSINESS ENTERPRISE**

Reference: 49 CFR part 26

**Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

**FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.
LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 49 CFR part 20, Appendix A

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.

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.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor 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.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II(F)

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

Reference: 49 CFR part 30

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

a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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

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

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

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

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

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

TEXTING WHEN DRIVING

(References: Executive Order 13513, and DOT Order 3902.10)

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), FAA
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 sub-grant.

The contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The contractor must include these policies in each third party subcontract involved on this project.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II(B)

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

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

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

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

e) The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $25,000

DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

References: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

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:

2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), 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 tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.
PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $100,000

BREACH OF CONTRACT TERMS
Reference 2 CFR § 200 Appendix II(A)

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

CLEAN AIR AND WATER POLLUTION CONTROL
References: 49 CFR § 18.36(i)(12) and 2 CFR § 200 Appendix II(G)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS
Reference: 2 CFR § 200 Appendix II (E)

1. Overtime Requirements.

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

2. Violation; Liability for Unpaid Wages; Liquidated Damages.
In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, 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 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor 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 monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

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