The agenda and staff reports are posted on the Sutter County Website at:  
Agenda items are available for review at the Department of Development Services  
located at 1130 Civic Center Blvd., Yuba City, during normal business hours.

OCTOBER 11, 2018
8:30 A.M.
1160 CIVIC CENTER BLVD.
YUBA CITY, CA

I.  DEVELOPMENT SERVICES

1) Award a Construction Contract in the amount of $146,618.05 to Chrisp Company for the HSIP Cycle 7 Striping Project, authorize the Director of Development Services to execute all contract documents, and approve a Budget Amendment in the amount of $166,449 to the Adopted Fiscal Year (FY) 2018-19 Budget, Road Fund (0003) (4/5 vote required)

Requests for assistive listening devices or other accommodations, such as interpretive services, should be made through the Department of Development Services at (530) 822-7400. Requests should be made at least 72 hours prior to the meeting. Later requests will be accommodated to the extent feasible.
To: Public Works/Support Services Committee  
From: Neal Hay, Director of Development Services  
Department: Development Services  
Subject: Award a Construction Contract in the amount of $146,618.05 to Chrisp Company for the HSIP Cycle 7 Striping Project, authorize the Director of Development Services to execute all contract documents, and approve a Budget Amendment in the amount of $166,449 to the Adopted Fiscal Year (FY) 2018-19 Budget, Road Fund (0003) (4/5 vote required)

Recommendation

It is recommended that the Public Works/Support Services Committee recommends that the Board of Supervisors:

1. Awards Contract No. GF31001723R, HSIP Cycle 7 Striping Project, in the amount of $146,618.05 to Chrisp Company, the lowest, responsive, responsible bidder; and,

2. Authorizes the Director of Development Services, or his designee, to execute the contract and all documents related to the administration of the construction contract in accordance with the provisions of the Public Contract Code and Caltrans guidelines; and,

3. Authorizes change order authority on the Construction Contract with Chrisp Company for the Director of Development Services in an amount not to exceed $19,830.90 in accordance with the provisions of the Public Contract Code Section 20142 and Caltrans guidelines, including change orders within the amounts budgeted for the project work; and,

4. Approves the attached Budget Amendment in the amount of $166,449, increasing Professional/Specialized Services, account number 3100-45-52180, and increasing Federal Other Aid, account number 3100-45-45394 (4/5 vote required)

Background

In July 2015, the Department submitted an application for federal Highway Safety Improvement Program (HSIP) funds to replace faded and missing pavement markings along 9.39 miles of road in the County. The road selection criteria were based on Pavement Condition Index (PCI) scores and roadway classification. The project will place new center-line and edge-line striping over the segment as well as pavement markers. The project is being coordinated with recommended road rehabilitation in the FY 2017-18 Road Plan.
Discussion

Staff advertised this project for twenty-one (21) days and opened bids on September 13, 2018, with the apparent low bidder being Chrisp Company with a bid of $146,618.05. After a review of the bid documents submitted, it was determined that the bidder was responsible and responsive. Staff recommends the contract be awarded to the lowest, responsive, responsible bidder. The bid summary for this project is attached.

Prior Board Action

June 12, 2018: Adopted the project plans and specifications and authorized the solicitation for bids for HSIP Cycle 7.

Board Alternatives

Various alternatives were considered; however, the recommended action best serves the Department and the County. The alternative is to not award the contract, which would result in a loss of HSIP funds and cancelation of the project.

Other Department and/or Agency Involvement

The California Department of Transportation administers the HSIP Funding as an agent for the Federal Highway Administration (FHWA). Caltrans District 3 Local Assistance personnel reviewed and approved the project’s plans and specifications prior to authorizing construction funding.

Action Following Approval

Project Construction is expected to begin in Late October 2018 and be completed by the first week of November 2018. Contract administration and inspection will be performed by the Department’s Engineering Division.

Fiscal Impact

This project has no impact to the General Fund. The attached Budget Amendment increases Road Fund (0003) expenditures and revenues for this project. Total current projected costs are $208,273 (which includes Engineering labor that utilizes savings from budgeted projects that have been identified as not proceeding this fiscal year). Project costs will be reimbursed at 100% federal funding.

Countywide Goals & Top Priorities Compliance

Performing the striping project addresses the following countywide goal:

- Goal E: Provide and enhance public infrastructure, including essential water, wastewater, other utilities, transportation systems (including ‘Farm to Market’ roads), and achieve best possible flood protection for entire County region, including upgrading necessary levees to obtain reasonable flood insurance coverage for all residents, businesses, and property owners.

Respectfully Submitted,

S/ Neal Hay
Director of Development Services

Attachments:
1. Bid Summary
2. Proposed Construction Agreement
3. Budget Amendment Request
BID OPENING

September 13, 2018 – 10:00 a.m.

Project Title: Pavement Marking
Project No.: GF31001723R

This having been heretofore fixed as the date, time, and place to hold a bid opening for Project Title: Pavement Marking; Project # GF31001723R, the matter was heard in the Office of the Clerk of the Board located at 1160 Civic Center Boulevard, Suite A, Yuba City, California.

INDIVIDUALS PRESENT

James Walton, Public Works Engineer
Scott Riddle, Associate Civil Engineer
Gina Graham, Deputy Clerk of the Board

The Clerk opened the bids and read them aloud as follows:

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chrisp Company</td>
<td>$146,618.05</td>
</tr>
<tr>
<td>Sierra Traffic Markings, Inc.</td>
<td>$295,465.90</td>
</tr>
<tr>
<td>Central Striping Service, Inc.</td>
<td>$160,810.95</td>
</tr>
</tbody>
</table>

No further bids received, the bid opening was concluded.

Respectfully submitted,

Gina Graham
Deputy Clerk of the Board
THIS AGREEMENT made and entered into this ________ day of ____________, 2018, between the County of Sutter, a political subdivision of the State of California, hereinafter referred to as “County” and _______ Chrisp Company _______, hereinafter referred to “Contractor”;

WHEREAS, the Governing Board of the County caused plans and specifications for the work hereinafter mentioned to be prepared, and therefore did approve and adopt said plans and specifications; and

WHEREAS, the Governing Board of the County did cause to be published for the time and in the manner required by law, a Notice inviting bids for the performance of said work; and

WHEREAS, the Contractor, in response to such Notice, submitted to the Governing Board of the County within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid and proposal, and the other bids and proposals submitted in response to said Notice, the Governing Board of the County publicly opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsible bidder for the performance of said work, and said Governing Board of the County, as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for said work and award to a contract therefor.

NOW, THEREFORE, in consideration of the promises herein, it is mutually agreed between the parties hereto as follows:

I. CONTRACT DOCUMENTS

The following documents are by this reference incorporated in and made a part of this Agreement: The California Department of Transportation Standard Specifications 2015; the Special Provisions; the latest version of the California Department of Transportation Revised Standard Specifications; the Notice to Bidders with all addenda; the contract drawings; the Bid Form of Contractor; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications. In the case of conflicting documents, this Agreement takes precedence over all other documents.

This Agreement is subject to all the terms and conditions contained in Exhibit B which is attached hereto and incorporated herein by this reference. In the event of any conflict or inconsistency between the provisions of Exhibit B and this Agreement, it shall be resolved such that the provisions of Exhibit B shall control in all respects.
II. SCOPE OF WORK

That the Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. GF31001723R Pavement Marking, Project, as provided for and set forth in said plans and specifications, or in either of them, which said plans and specifications are hereby referred to and by such reference incorporated herein and made a part of this Agreement.

All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of County who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with said plans and specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with said plans and specifications.

III. COMPLETION

Said work shall be completed and ready for acceptance within 10 working days following the date of commencement of Contract Time stated in the Notice to Proceed.

IV. PAYMENT

Attached hereto as Exhibit “A” and by reference made a part hereof, is the bid form of the Contractor. Said bid containing, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The County agrees, in consideration of the work to be performed herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the above mentioned bid, and this Agreement, to wit: One Hundred Forty-Six Thousand Six Hundred Eighteen and 05/100 dollars ($146,618.05). Said sum shall be paid in accordance with Section 9 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

V. PREVAILING WAGES

Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said work by Contractor, or by any subcontractor doing or contracting to do any part of said work. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at, the office of the Clerk of the Governing Board.

Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations. The contractor and all subcontractors must furnish electronic certified payroll records to the Labor Commissioner of the Department of Industrial Relations.
VI. INSURANCE

The Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, workers’ compensation and builders’ risk insurance as required by Section 7-1.06 of the Standard Specifications and the Special Provisions.

VII. WORKERS’ COMPENSATION CERTIFICATION

By execution of this Agreement, the Contractor certifies as follows:

“I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract.”

VIII. PERFORMANCE AND PAYMENT BONDS

The Contractor shall, before beginning said work, file two bonds with the County, each made payable to the County. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement.

The second bond shall be the payment bond required by California Civil Code Division 3, Part 4, Title 15, Chapter 7, and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

IX. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County (including their officers, agents, members, employees, affiliates, and representatives) as set forth in Section 7-1.05 of the Standard Specifications and the Special Provisions.

X. MISCELLANEOUS PROVISIONS

This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of County in the same manner as if such parties had been expressly named herein.

This agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Sutter.

A party’s failure to insist on strict performance of this contract or to exercise any right or remedy upon breach of this contract shall not constitute a waiver of such performance, right, or remedy. No waiver is binding unless set forth in writing signed by the waiving party.
This agreement, all exhibits attached hereto, all other terms or provisions incorporated herein by reference (including the Plans and Specifications), and any notice to proceed issued in accordance with the terms hereof constitute the entire agreement and understanding between the County and Contractor as to the subject matter hereof. It supersedes all prior agreements and representations whether written and oral.

This agreement reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply in interpreting this Agreement.

All times stated herein or in the contract documents are of the essence hereof.

As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter.

This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.

IN WITNESS WHEREOF, County and Contractor have caused this Agreement to be executed as of the day and year first above written.

COUNTY OF SUTTER

By: ________________________________
Neal Hay, P.E.
Director

CONTRACTOR

By: ________________________________
Authorized Representative

Title: ______________________________

Awarded by the Sutter County
Board of Supervisors on

_________________________________

APPROVED AS TO FORM:

By: William J. Vanasek
Assistant County Counsel, Sutter County
EXHIBIT “A”

BID FORM OF CONTRACTOR
NOTICE TO BIDDERS

Notice is hereby given that the County of Sutter, California, will receive sealed bids as follows:

BID DATE / TIME: SEPTEMBER 13, 2018
Until 10:00 A.M. (LOCAL TIME)

SUBMIT BIDS TO: COUNTY CLERK OF THE BOARD
COUNTY OF SUTTER
1160 CIVIC CENTER BOULEVARD
SUITE A
YUBA CITY, CA 95993

FOR: PAVEMENT MARKING
PROJECT NO.: GF31001723R

ESTIMATED CONSTRUCTION COST: $100,000 TO $300,000

CONTRACTOR’S CALIFORNIA LICENSE
AND/OR CLASS REQUIRED CLASS A OR C-32

PRE-BID CONFERENCE DATE, TIME, AND
LOCATION THERE IS NO PRE-BID
CONFERENCE

FOR PRE-BID INFORMATION CONTACT: DEVELOPMENT SERVICES
DEPARTMENT
ENGINEERING DIVISION
(530) 822-7400
(530) 822-7109

PROJECT DESCRIPTION: The work to be performed under this contract includes the
furnishing of all labor, materials, equipment, transportation and services necessary for the
PAVEMENT MARKING PROJECT. The work will replace faded and missing painted edge lines,
center lines and pavement markers with upgraded thermoplastic traffic striping and new pavement
markers.

Award of this contract requires a valid California contractor’s license with the classification
identified above.

Contract Documents may be purchased at the Development Services Department, Engineering
Division, located in the Sutter County Administration Building, 1130 Civic Center Blvd, Yuba
City, CA 95993, telephone (530) 822-7400, between the hours of 9:00 a.m. - 4:30 p.m., Monday
through Friday. The non-refundable cost for each set is $20.00; mail delivery is an additional
$10.00 per set. In an effort to improve public access, the County has elected to publish all future
Contract Documents on the web-based procurement platform Bonfire.
Companies can register with Bonfire on-line by logging onto the Sutter County web-portal, [https://sutter.bonfirehub.com/portal](https://sutter.bonfirehub.com/portal) and selecting the “Log / Register” link in the upper right hand corner. Under “New Vendor Registration” select “Create your free Bonfire account”.

Once the necessary contact information is provided, an account is created where you will have access to Contract Documents to all County projects.

Each bid must be submitted on the bid / proposal forms provided in the Contract Documents. The bid proposal must be submitted and received by the County Clerk of the Board not later than the time and date prescribed.

Each bid must also be accompanied by security in the form of a bid bond issued by a corporate surety, a certified check, or cashier’s check payable to the County of Sutter, or cash for an amount not less than ten percent (10%) of the aggregate sum of the bid. The successful bidder shall be required to execute a Material and Labor Payment Bond and Performance Bond, issued by a corporate surety, in conformance with the requirements set forth in the contract documents, each for not less than one hundred percent (100%) of the contract price. Pursuant to California Contract Code Section 22300, the contractor may, at its own expense, substitute securities for any money being withheld by the County to ensure performance under this contract.

Pursuant to the California Labor Code Section 1720 and following, and Section 1770 and following, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of the prevailing wage determinations are available from the office of the Public Works Department upon request. Wage determinations are also available at [www.dir.ca.gov](http://www.dir.ca.gov) on the internet.

Per Senate Bill 854, changes have been made to Labor Code Sections 1771 and 1773 so all contractors and subcontractors bidding on this Public Works project shall comply with the following requirements:

1. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
2. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
4. Effective March 1, 2015, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.
5. Effective April 1, 2015, no contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations.
6. Effective April 1, 2015, all contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner of the Department of Industrial Relations.

Per Senate Bill 854, the County of Sutter will notify the Department of Industrial Relations that we have awarded a construction contract using the online form PWC-100.

Per Section 27-060, Formal Bidding Procedures, of the County Ordinance Code, the notice inviting bids shall include the following:
1. Bids shall set forth unit prices as well as a total price for each item bid upon, the total taxes that will be due and a total figure for the price plus tax. Any difference between the taxes shown on the bid as the total figure and those due shall be the responsibility of the bidder.

2. Bids shall be opened by the officer or employee conducting the bidding process, or his/her designee, in public in the office of the Clerk of the Board of Supervisors at the time stated in the public notice. The officer or employee conducting the bidding process shall tabulate the bids received and shall keep the tabulation open for inspection during regular business hours for a period not less than fifteen (15) calendar days after the bid opening.

3. Bids and modifications or corrections thereof received after the closing time specified will not be considered.

4. The Board of Supervisors or its designee reserves the right to waive informalities and minor irregularities in any bids received and that, in its discretion, the Sutter Board of Supervisors or its designee may reject any and all bids presented and may advertise for bids.

5. If two or more bids received are for the same total amount or unit price, quality and service being equal, the Board of Supervisors or its designee may accept the one it chooses or accept the lowest bid made after negotiation with tie bidders.

Please direct pre-bid questions to the Project Engineer: JAMES E. WALTON, County of Sutter Development Services Department, phone (530) 822-7400 x 317, or by fax (530) 822-7109.

The County Board of Supervisors reserves the right to reject any or all bids, to waive any informality in any bid, and to determine which bid is the lowest responsive bid of a responsible bidder.
August 29, 2018

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 1 TO HSIP CYCLE 7 PAVEMENT MARKING PROJECT HSIPL-5918(103)

All prospective bidders are hereby notified that modification and/or changes are to be made to the original Bidding Documents for this project, as entitled above.

1. See the “Project Location Map” attached showing the limits of the project.

Receipt of this Addendum must be acknowledged in the space provided on the Bid Form on Page 3. Signature indicates receipt of Addendum No. 1 and that said Addendum was properly evaluated in bidder’s proposal. Any proposal not in compliance with this requirement may be rejected.

Regards,

[Signature]
Neal Hay
Director of Development Services
SEPTEMBER 10, 2018

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 2 TO HSIP CYCLE 7 PAVEMENT MARKING PROJECT
HSTP-5918(103)

All prospective bidders are hereby notified that modification and/or changes are to be made to the original Bidding Documents for this project, as entitled above.

1. Please delete and replace the current Bid Item List with the revised Bid Item List (Black Primer Bid Item was deleted) attached to this addendum.

Receipt of this Addendum must be acknowledged in the space provided on the Bid Form on Page 3. Signature indicates receipt of Addendum No. 1 and that said Addendum was properly evaluated in bidder's proposal. Any proposal not in compliance with this requirement may be rejected.

Regards,

Neal Hay
Director of Development Services
PROJECT: PAVEMENT MARKING  

PROJECT NO.: GF31001723R

I. BID ITEM LIST:

Pursuant to your published Notice to Bidders for the above referenced project, and in accordance with the approved Plans and Specifications for that project, the following bid for said entire project is submitted by the firm indicated on the last page of this Bid Form.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit price, dollars</th>
<th>Total bid item price, dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>DETAIL 22 STRIPING (DOUBLE SOLID YELLOW)</td>
<td>33,228</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>DETAIL 19 STRIPING (DOUBLE SKIP YELLOW)</td>
<td>25,318</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>DETAIL 6 STRIPING (SINGLE SKIP YELLOW)</td>
<td>20,057</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>DETAIL 27B STRIPING (4” WHITE LINE)</td>
<td>98,468</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>2 WAY RETRO-REFLECTIVE PAVEMENT MARKERS (TYPE C)</td>
<td>2,066</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>1 WAY RETRO-REFLECTIVE PAVEMENT MARKERS (TYPE C)</td>
<td>527</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL BASE BID (in figures) Items 1 through 6: $________________________

NOTES:

1. The County shall determine the lowest responsible, responsive bidder based on the lowest TOTAL BASE BID.

2. If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the two bonds in the sums to be determined as aforesaid with surety satisfactory to the County of Sutter, within 10 days, not including Saturdays, Sundays, and legal holidays, after the bidder has received notice from the Director that the contract has been awarded, the County of Sutter may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the County of Sutter.

3. In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid.

COUNTY OF SUTTER BID FORM – PAGE 1
COUNTY OF SUTTER, CALIFORNIA

BID FORM

Project Title: PAVEMENT MARKING
Project No.: GF31001723R

SUBMIT BID TO:
CLERK OF THE BOARD
COUNTY OF SUTTER
1160 CIVIC CENTER BOULEVARD
SUITE A
YUBA CITY, CA 95993
NO LATER THAN: 10:00 A.M.
ON BID DATE

TO: Honorable Board of Supervisors of the County of Sutter
Sutter County, State of California

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<td>2</td>
</tr>
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<td>IV. AFFIDAVIT OF NONCOLLUSION</td>
<td>2</td>
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<tr>
<td>V. SUBCONTRACTOR LISTING</td>
<td>2</td>
</tr>
<tr>
<td>VI. TYPE OF BUSINESS</td>
<td>3</td>
</tr>
<tr>
<td>VII. CONTRACTOR INFORMATION</td>
<td>3</td>
</tr>
<tr>
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<td>3</td>
</tr>
</tbody>
</table>

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O. DBE Information Good Faith Efforts (Exhibit 15-H) | 43 |
P. DBE Certification Status Change (Exhibit 17-O) | 46 |
Q. Final Utilization of Disadvantaged Businesses (Exhibit 17-F) | 48 |
R. Subcontracting Request (Exhibit 16-B) | 50 |
PROJECT: PAVEMENT MARKING

I. BID ITEM LIST:

Pursuant to your published Notice to Bidders for the above referenced project, and in accordance with the approved Plans and Specifications for that project, the following bid for said entire project is submitted by the firm indicated on the last page of this Bid Form.

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<th>Unit</th>
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</thead>
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<tr>
<td>1.</td>
<td>DETAIL 22 STRIPING (DOUBLE SOLID YELLOW)</td>
<td>33,228</td>
<td>LF</td>
<td>1.05</td>
<td>34889.40</td>
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<td>2.</td>
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<td>0.50</td>
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<td>LF</td>
<td>0.65</td>
<td>64004.20</td>
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<tr>
<td>5.</td>
<td>2 WAY RETRO-REFLECTIVE PAVEMENT MARKERS (TYPE C)</td>
<td>2,066</td>
<td>EA</td>
<td>5.75</td>
<td>11879.00</td>
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<td>1 WAY RETRO-REFLECTIVE PAVEMENT MARKERS (TYPE C)</td>
<td>527</td>
<td>EA</td>
<td>5.75</td>
<td>3030.75</td>
</tr>
</tbody>
</table>

TOTAL BASE BID (in figures) Items 1 through 6: $146,618.05

NOTES:

1. The County shall determine the lowest responsible, responsive bidder based on the lowest TOTAL BASE BID.

2. If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the two bonds in the sums to be determined as aforesaid with surety satisfactory to the County of Sutter, within 10 days, not including Saturdays, Sundays, and legal holidays, after the bidder has received notice from the Director that the contract has been awarded, the County of Sutter may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the County of Sutter.

3. In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid.

COUNTY OF SUTTER BID FORM – PAGE 1
II. ADDENDA:
Acknowledgment is hereby made of receipt and incorporation of addenda number(s) _______ 1 _______ through _______ 2 _______ into this Bid.

III. BID GUARANTY:
Bid security must be a bidder’s bond, a certified check or cashier’s check payable to the County of Sutter, or cash. Bids secured by personal checks or personal guarantees will be rejected.

IV. AFFIDAVITS OF NONCOLLUSION:
In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder swears, deposes and says that he or she, as the party making the foregoing bid, declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-Collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-Collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Non-collusion Affidavit (Exhibit 12-E Attachment D, Title 23 United States Code Section 112 and Public Contract Code Section 7106)

V. SUBCONTRACTOR LISTING
In accordance with the California Public Contract Code, Division 2, Part 1, Chapter 4, Section 4100, and following, the subcontractors listed on the Bid Form attachment will perform the indicated work of improvement on the project.
VI. TYPE OF BUSINESS:

[ ] CORPORATION: STATE OF INCORPORATION: CA
[ ] PARTNERSHIP
[ ] JOINT VENTURE
[ ] PRIVATE INDIVIDUAL
[ ] INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

VII. CONTRACTOR INFORMATION

Firm Name: Chispa Company
Contractor’s License Number: 5746600
Address: 43650 Osgood Rd, Fremont, CA 94539
License Classification: A, C-13, C-32
License Expiration Date: 5/31/19
Telephone: (510) 656-2840
DIR Number: 1000000306
Contractor’s Federal Tax I.D. Number: 94-2578099

I HEREBY SWEAR AND CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE STATEMENTS ARE TRUE.

Bid and certification submitted by:
Signature ___________________________ Date 9/12/18
Authorized Representative
Title Vice Pres

VIII. ATTACHMENTS:

The bidder shall complete all parts of and SUBMIT WITH BID, the following attachments:

[ ] A. Statement of Experience of Bidder

[ ] B. Designation of Subcontractors. In accordance with the California Public Contract Code, Division 2, Part 1, Chapter 4, Section 4100 and the following, the subcontractors listed on Attachment B to the Bid Form will perform the indicated work of improvement on this project.

[ ] C. Bidder’s Bond

In addition, the following attachments require submittal upon contract award:
F. Required Federal-Aid Contract Language (Exhibit 12-G)

G. Equal Employment Opportunity Certification (Exhibit 12-H)

H. Non-collusion Affidavit (Exhibit 12-H)

I. Debarment and Suspension Certification (Exhibit 12-H)

J. Non-Lobbying Certification for Federal-Aid Contracts (Exhibit 12-H)

K. Disclosure of Lobbying Activities (Exhibit 12-H)

L. Bidders List of Subcontractors (DBE & Non-DBE) Part I (Exhibit 12-B)

M. Bidders List of Subcontractors (DBE & Non-DBE) Part II (Exhibit 12-B)

N. Construction Contract DBE Commitment (Exhibit 15-G)

The bidder shall complete all parts of and SUBMIT UPON AWARD, the following attachments:

D. Performance Bond

E. Payment Bond

O. DBE Information – Good Faith Efforts (Exhibit 15-H)

P. DBE Certification Status Change (Exhibit 17-O)

Q. Final Report Utilization of Disadvantaged Businesses (Exhibit 17-F)

R. Subcontracting Request (Exhibit 16-B)

Note: Attachments F thru R are required for a Federal-Aid Contract
ATTACHMENT A

STATEMENT OF EXPERIENCE OF BIDDER

The bidder has been engaged in the contracting business, under the present business name for 39 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 39 years.

The bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to him, except as follows: None

The following contracts have been satisfactorily completed in the last three (3) years for the persons, firm or authority indicated, and to whom reference is made:

<table>
<thead>
<tr>
<th>Year</th>
<th>Type of Work</th>
<th>Contract Amount</th>
<th>Owner/Agency for Whom Work was Performed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>See Attached</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The following is a list of plant and equipment owned by the bidder, which is definitely available for use on the proposed work as required. Provide additional sheets if necessary.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Name, Type and Capacity</th>
<th>Condition</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Thermo Stripper</td>
<td>Good</td>
<td>Woodland</td>
</tr>
<tr>
<td>1</td>
<td>Pavement Marker Truck</td>
<td>Good</td>
<td>Woodland</td>
</tr>
<tr>
<td>1</td>
<td>Thermo Marking Truck</td>
<td>Good</td>
<td>Woodland</td>
</tr>
</tbody>
</table>

Contractor's Firm Name: Chrisp Company

SUBMIT THIS SHEET, ADDITIONAL SHEETS, AND/OR A SIMILARLY FORMATTED DOCUMENT AS PART OF YOUR BID
Completed Projects: Chrisp Company as General Contractor

California Department of Transportation
Contract 05-0n6604 Construct Turnout Place Thermoplastic
Bertha Roman 831-663-8900
Pavement Striping, Marking and Markers
9/14/014-2/1/015
$595025.00

City of Berkeley
Roadway Thermoplastic Striping
Ashan 510-981-6416
Pavement Striping, Marking and Markers
8/31/15-10/27/15
$1,262,023.00

City of Alameda
Annual Restripe
Philli Lee 510-749-5847
Pavement striping, marking and Markers
11/29/15
$145227.00

City of San Bruno
School Crosswalk Refurbished
Jim Shannon 650-794-1443
Pavement striping, Marking and Markers
2/29/15-3/11/15
$48783.50

City of Morgan Hill
Annual Striping and Signage
Lousie Eichhorn 408-776-7337
Pavement striping, Marking, Markers and Signage
7/11/15-9/15/15
$101520.00
Crisp Company
A CALIFORNIA CORPORATION
43650 Osgood Road • Fremont California 94539-5631 • Phone: (510)-666-2840
P.O. Box 1388 • Fremont California 94538-0136 •
General Fax No: (510) 490-2703 • Northern Calif. Estimating Fax No: (510) 658-2397

City of Morgan Hill
Annual Striping and Signage
Louie Eichhorn 408-776-7337
Pavement striping, Marking, Markers and Signage
7/11/014-9/15/15
$101520.00

City of Menlo Park
Citywide Striping 07-08
Rich Angulo 650-330-6775
Pavement striping, Marking and Markers removal
10/4/014-8/28/15
$40357.00

City of Brisbane
Safe Routes to School
Greg Morris 415-760-3053
Install Lighted Crosswalks Pavement Striping, Marking and Markers
7/15/15-11/21/15
$178213.25

City of Dublin
Citywide Striping and Marking
Ray Kuzbari 925-833-6630
Pavement Striping, Marking and Markers
9/28/14-4/20/15
$111415.00

City of Pleasanton
Traffic Buttons
Jeff Walker 925-931-5689
Pavement striping, Markers
5/25/15-11/17/15
$135775.00

CONTRACTORS LIC. # 374600 • A ENGINEERING • C-23 HIGHWAY IMPROVEMENTS • C-13 FENCE, WIRE, & WOOD
SIGNS • MONUMENTS • BARRICADES • STRIPING • PARKING BUMPERS • FENCING
Chrisp Company
A CALIFORNIA CORPORATION
43650 Osgood Road • Fremont California 94539-5631 • Phone: (510)-656-2840
P.O. Box 1368 • Fremont California 94538-0136 •
General Fax No: (510) 490-2703 • Northern Calif. Estimating Fax No: (510) 656-2397

City of San Leandro
Various location Restripe
Ron May 510-577-3376
Pavement striping, Marking and Markers
6/30/15
$73979.00

City of Pleasant Hill
2007 Citywide Pavement Restriping
Contact Eric Hu 925-671-5203
Pavement Striping, Marking and Markers
7/2/15-10/22/15
$62923.00

Monterey County
Blanco Road Safety Improvements
Contact Billy Issa 831-755-5005
4/17/15 to 8/16/15
$347829.75
Pavement striping, Marking, Markers And Removal

CONTRACTORS LIC. # 374600 • A ENGINEERING • C-23 HIGHWAY IMPROVEMENTS • C-13 FENCE, WIRE, & WOOD
SIGNS • MONUMENTS • BARRICADES • STRIPING • PARKING BUMPERS • FENCING
ATTACHMENT B

DESIGNATION OF SUBCONTRACTORS

The following are the names and locations of places of business of all subcontractors who will perform work or labor or render service to the bidder in or about the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the total bid or in the case of bids for the construction of streets and highways, including bridges, in an amount in excess of one-half of one percent (0.5%) of the total bid or ten thousand dollars ($10,000) whichever is greater.

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Subcontractor Name</th>
<th>Address / Place of Business</th>
<th>CA Contractor License #</th>
<th>DIR #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>None</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Contractor’s Firm Name: Chosp Company

(USE ADDITIONAL SHEETS IF NECESSARY)

SUBMIT THIS SHEET AS PART OF YOUR BID
ATTACHMENT C

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED
Chips Company as principal; and Hartford Fire Insurance Company as Surety, are hereby
held and bound unto the COUNTY OF SUTTER, hereinafter called the "County", in the sum of
Ten Percent of the Total Amount Bid dollars ($ 10% ) which sum is equal to at least ten (10)
percent of the total amount of the bid for the work, payment of which sum, well and truly to be made, we hereby
jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the County a
certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing, for the construction of:

REFLECTIVE SAFETY IMPROVEMENTS
NOW, THEREFORE,

(a) If the Bid is rejected, or in the alternative,
(b) If the Bid is accepted and the Principal shall sign and deliver a Contract, in the form of Contract
attached hereto (all completed in accordance with said Bid and Contract), and shall in all other
respects perform the agreement created by the acceptance of said Bid;

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly
understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be
the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall
be in no way impaired or affected by any extension of the time within which the County may accept sub-bid, and
said Surety does hereby waive notice of any such extension.

Should the County file an action in a court of law to enforce this bond, the prevailing party shall be entitled to
recover any and all costs and fees associated with the litigation, including but not limited to attorneys' fees and
experts' fees. The parties agree that proper venue and jurisdiction for such an action will be the Superior Court
of California in Sacramento County; any party's rights to other venue or jurisdiction under law (such as
California Code of Civil Procedure sections 392 et seq.) are expressly waived.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals
this 28th day of August, 2018, the name and corporate seal of each corporate party
being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of
its governing body.

IN PRESENCE OF: Chips Company
Principal Signature
Principal Name
Business Address 43650 Osgood Road, Fremont, CA 94539

Surety Signature
Surety Principal Name Janet C. Rojo, Attorney-in-Fact
Surety Name Hartford Fire Insurance Company
Business Address 101 Montgomery Street, Suite 2700, San Francisco, CA 94104

The rate of premium on this bond is $ per thousand.
Total amount of premium charged $ Included in Performance Bond

(Note: This bond must be signed and acknowledged by both the Principal and Surety before a Notary Public, and
acknowledgments, with Notarial Seals, attached hereto. Surety must be authorized and licensed by the California Insurance
Commissioner as an "admitted surety insurer." ) /05

SUBMIT BOND OR OTHER CASH GUARANTEE AS PART OF YOUR BID
ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco

On August 28, 2018 before me, T. Le, Notary Public

(insert name and title of the officer)

personally appeared Janet C. Rojo, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Alameda

On 8/29/18 before me, Kay Ukes - Notary Public

Date

personally appeared Tammie Allison - Secretary

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: ______________________________ Document Date: __________________

Number of Pages: ________ Signer(s) Other Than Named Above: ____________________________

Capacity(ies) Claimed by Signer(s)

Signer’s Name:

☐ Corporate Officer — Title(s): __________________
☐ Partner — Limited General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: __________________

Signer Is Representing: ____________________________

Signer’s Name:

☐ Corporate Officer — Title(s): __________________
☐ Partner — Limited General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: __________________

Signer Is Representing: ____________________________

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: ARTHUR J GALLAGHER & CO INS BRK CA
Agency Code: 57-554532

X Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
X Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
X Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the “Companies”) do hereby make, constitute and appoint, up to the amount of Unlimited:

Kevin Re, Susan M. Exline of Lafayette CA, M. Moody, Betty L. Tolentino, Janet C. Rojo, Brian F. Cooper, Susan Hecker, Maureen O’Connell, Robert P. Wrixon, Virginia L. Black, K. Zerounian of SAN FRANCISCO, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☑, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT
SS. Hartford

COUNTY OF HARTFORD

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 28, 2018

Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President
ATTACHMENT G

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _______ Company _______, proposed subcontractor ________, hereby certifies that he has X, has not ___, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.
ATTACHMENT H

EXHIBIT 12-H
Non-Collusion Affidavit
(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the COUNTY of SUTTER
DEPARTMENT OF DEVELOPMENT SERVICES.

In conformity with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, bought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-Collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-Collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.
ATTACHMENT I

EXHIBIT 12-H
DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

None

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.
ATTACHMENT J

EXHIBIT 12-H
NON-LOYBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant 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 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.

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 $00,000 and that all such sub recipients shall certify and disclose accordingly.
<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. contract</td>
<td>a. bid/offer/application</td>
<td>a. initial</td>
</tr>
<tr>
<td>b. grant</td>
<td>b. initial award</td>
<td>b. material change</td>
</tr>
<tr>
<td>c. cooperative agreement</td>
<td>c. post-award</td>
<td></td>
</tr>
<tr>
<td>d. loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. loan guarantee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. loan insurance</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Name and Address of Reporting Entity

- Prime
- Subawardee

Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
    (If individual, last name, first name, MI)
    
    (attach Continuation Sheet(s) if necessary)

    b. Individuals Performing Services (including address if different from No. 10a)
    (last name, first name, MI)

11. Amount of Payment (check all that apply)

    $ ________

    □ actual

    □ planned

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

    a. cash

    b. in-kind; specify: nature: __________

    value: __________

13. Type of Payment (check all that apply)

    □ retainer

    □ one-time fee

    □ commission

    □ contingent fee

    □ deferred

    □ 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 [ ]

Signature: [Signature]

Print Name: [Print Name]

Title: [Title]

Telephone No.: [Telephone No.]

Authorized for Local Reproduction

Standard Form - L.L.L.

COUNTY OF SUTTER – PAGE 37

OCTOBER 2016
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 sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the first tier. Sub-awards include but are not limited to subcontracts, sub-grants, and contract awards under grants.

5. If the organization filing the report in Item 4 checks "Sub-awardee" 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 influence 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(es). 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(es). 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.
### Exhibit 12-B (Optional Form): Bidder's List of Subcontractors (DBE and Non-DBE) Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts may be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: [https://esfile.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm](https://esfile.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm)

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information may be used by the local agency to track each sub-contractor who will perform work amounting to more than half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater). Photocopy this form for additional firms.

<table>
<thead>
<tr>
<th>Subcontractor Name and Location</th>
<th>Line Item &amp; Description</th>
<th>Subcontract Amount</th>
<th>Percentage of Bid Item Subcontracted</th>
<th>Contractor License Number</th>
<th>DBE (Y/N)</th>
<th>DBE Cert Number</th>
<th>Annual Gross Receipts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: <strong>None</strong></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>City, State:</td>
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</table>

Distribution: Original-Local Agency File
As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts may be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: https://efiling.dir.ca.gov/PWCR/ActionServer?action=displayPWCRRegistrationForm

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### Exhibit 12-B (Optional Form): Bidder's List of Subcontractors (DBE and Non-DBE) Part 2

<table>
<thead>
<tr>
<th>Subcontractor Name and Location</th>
<th>Line Item &amp; Description</th>
<th>Subcontract Amount</th>
<th>Percentage of Bid Item Subcontracted</th>
<th>Contractor License Number</th>
<th>DBE (Y/N)</th>
<th>DBE Cert Number</th>
<th>Annual Gross Receipts</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> None</td>
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<td>&lt;$1 million</td>
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<td><strong>Name:</strong></td>
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</tr>
</tbody>
</table>

Distribution: Original-Local Agency File

Federal Project Number: 1310-5/18/17/03

Page 2 of 2
Rev. 5/4/18
## ATTACHMENT N
### EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: **County of Sutter**
2. Contract DBE Goal: **0%**

### Project Description:
Retwoxing Centrelines & Edgelines & Install Pavement Markers

### Project Location: Pass Rd. near Sutter

5. Bidder's Name: **Chesip Company**
6. Prime Certified DBE: **☐**
7. Bid Amount: **346,018.05**

8. Total Dollar Amount for **ALL** Subcontractors: **$**

10. Bid Item Number
11. Description of Work, Service, or Materials Supplied
12. DBE Certification Number
13. DBE Contact Information (Must be certified on the date bids are opened)
14. DBE Dollar Amount

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description of Work, Service, or Materials Supplied</th>
<th>Certification Number</th>
<th>Contact Information</th>
<th>Dollar Amount</th>
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<tbody>
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</tr>
</tbody>
</table>

Local Agency to Complete this Section

21. Local Agency Contract Number: 
22. Federal-Aid Project Number: 
23. Bid Opening Date: 
24. Contract Award Date: 

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

15. TOTAL CLAIMED DBE PARTICIPATION $ %

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.

16. Preparer's Signature: **David C. Morris**
17. Date: **9/12/18**
18. Preparer's Name: **David C. Morris**
19. Phone: **510-684-2840**
20. Preparer's Title: **Vice Pres**

### DISTRIBUTION:
1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

### ADA Notice:
For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento CA 95814.

COUNTY OF SUTTER – PAGE 41
JULY 23, 2015
INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the contract advertisement.
3. Project Location - Enter the project location as it appears on the contract advertisement.
4. Project Description - Enter the project description as it appears on the contract advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. Bidder’s Name - Enter the contractor’s firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Bid Amount - Enter the total contract bid dollar amount for the prime contractor.
8. Total Dollar Amount for ALL Subcontractors - Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. Total number of ALL subcontractors - Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. Bid Item Number - Enter bid item number for work, services, or materials supplied to be provided.
11. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor’s own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. DBE Certification Number - Enter the DBE’s Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor’s name and phone number, if the prime is a DBE.
14. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the “DBE Dollar Amount” column. %: Enter the total DBE participation claimed (“Total Claimed DBE Participation Dollars” divided by item “Bid Amount”). If the total % claimed is less than item “Contract DBE Goal,” an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. Preparer’s Signature - The person completing the DBE commitment form on behalf of the contractor’s firm must sign their name.
17. Date - Enter the date the DBE commitment form is signed by the contractor’s preparer.
18. Preparer’s Name - Enter the name of the person preparing and signing the contractor’s DBE commitment form.
19. Phone - Enter the area code and phone number of the person signing the contractor’s DBE commitment form.
20. Preparer’s Title - Enter the position/title of the person signing the contractor’s DBE commitment form.

LOCAL AGENCY SECTION

21. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
22. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
23. Bid Opening Date - Enter the date contract bids were opened.
24. Contract Award Date - Enter the date the contract was executed.
25. Local Agency Representative’s Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
26. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
27. Local Agency Representative’s Name - Enter the name of the Local Agency Representative certifying the contractor’s DBE commitment form.
28. Phone - Enter the area code and phone number of the person signing the contractor’s DBE commitment form.
29. Local Agency Representative’s Title - Enter the position/title of the Local Agency Representative certifying the contractor’s DBE commitment form.

COUNTY OF SUTTER – PAGE 42
JULY 23, 2015
EXHIBIT “B”

REQUIRED FEDERAL-AID CONTRACT LANGUAGE
(FOR FEDERAL-AID CONTRACTS)
The following language must be incorporated into all Local Assistance Federal-aid construction contracts.
The following language, with minor edits, was taken from the Code of Federal Regulations.

**MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION**

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)</td>
<td>11</td>
</tr>
<tr>
<td>A. DBE COMMITMENT SUBMITTAL</td>
<td>11</td>
</tr>
<tr>
<td>B. GOOD FAITH EFFORTS SUBMITTAL</td>
<td>11</td>
</tr>
<tr>
<td>C. EXHIBIT 15-G - CONSTRUCTION CONTRACT DBE COMMITMENT</td>
<td>12</td>
</tr>
<tr>
<td>D. SUBCONTRACTOR AND DISADVANTAGED BUSINESS ENTERPRISE RECORDS</td>
<td>12</td>
</tr>
<tr>
<td>E. PERFORMANCE OF DISADVANTAGED BUSINESS ENTERPRISES</td>
<td>13</td>
</tr>
<tr>
<td>2. BID OPENING</td>
<td>14</td>
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<tr>
<td>3. BID RIGGING</td>
<td>14</td>
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<tr>
<td>4. CONTRACT AWARD</td>
<td>14</td>
</tr>
<tr>
<td>5. CONTRACTOR LICENSE</td>
<td>14</td>
</tr>
<tr>
<td>6. CHANGED CONDITIONS</td>
<td>14</td>
</tr>
<tr>
<td>A. DIFFERING SITE CONDITION</td>
<td>14</td>
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<tr>
<td>B. SUSPENSIONS OF WORK ORDERED BY THE ENGINEER</td>
<td>14</td>
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<tr>
<td>C. SIGNIFICANT CHANGES IN THE CHARACTER OF WORK</td>
<td>15</td>
</tr>
<tr>
<td>7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES</td>
<td>15</td>
</tr>
<tr>
<td>8. BUY AMERICA</td>
<td>15</td>
</tr>
<tr>
<td><strong>FURNISH STEEL AND IRON MATERIALS TO BE INCORPORATED INTO THE WORK WITH CERTIFICATES OF COMPLIANCE. STEEL AND IRON MATERIALS MUST BE PRODUCED IN THE U.S. EXCEPT.</strong></td>
<td>15</td>
</tr>
<tr>
<td>9. QUALITY ASSURANCE</td>
<td>15</td>
</tr>
<tr>
<td>10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS</td>
<td>16</td>
</tr>
<tr>
<td>11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS</td>
<td>16</td>
</tr>
<tr>
<td>12. FEMALE AND MINORITY GOALS</td>
<td>28</td>
</tr>
<tr>
<td>13. TITLE VI ASSURANCE</td>
<td>29</td>
</tr>
<tr>
<td>14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)</td>
<td>30</td>
</tr>
<tr>
<td>15. FEDERAL TRAINEE PROGRAM</td>
<td>31</td>
</tr>
</tbody>
</table>
1. **DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

   Under 49 CFR 26.13(b):

   The contractor, subrecipient 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.

   Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

   To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

   Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

   Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

   It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: [http://www.dot.ca.gov/hq/bep/find_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm).

   All DBE participation will count toward the California Department of Transportation’s federally mandated statewide overall DBE goal.

   Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

   - 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
   - 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
   - Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

   You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

   **a. DBE Commitment Submittal**

   Submit the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

   If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 5th calendar day after bid opening.

   Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 5 calendar days of the request.

   Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

   If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

   **b. Good Faith Efforts Submittal**

   If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 5th calendar day after bid opening.

   If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.
Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.

2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.

3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.

4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.

5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.

6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.

7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.

8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

c. **Exhibit 15-G - Construction Contract DBE Commitment**

Complete and sign Exhibit 15-G *Construction Contract DBE Commitment* included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE’s quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.

d. **Subcontractor and Disadvantaged Business Enterprise Records**

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder’s List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Construction Contract DBE Commitment* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
   - Name and business address of each 1st-tier subcontractor
• Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
• Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors. Submit it within 90 days of contract acceptance. The Agency will withhold $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from you to the DBE regarding the request.
3. Notices from the DBEs to you regarding the request.

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.
The substitute DBE must be certified as a DBE at the time of request for substitution. Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G Construction Contract DBE Commitment form unless it is performed or supplied by the listed DBE or an authorized substitute.

2. BID OPENING The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

3. BID RIGGING The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. CONTRACT AWARD If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. CONTRACTOR LICENSE The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. CHANGED CONDITIONS
   a. Differing Site Conditions
      1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
      2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
      3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
      4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)
   b. Suspensions of Work Ordered by the Engineer
      1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
      2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
      3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. **Significant Changes in the Character of Work**

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

4. The term “significant change” shall be construed to apply only to the following circumstances:
   - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
   - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. **BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed. This work shall be diligently prosecuted to completion before the expiration of TEN (10) WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County the sum of $____ per day, for each and every calendar days’ delay in finishing the work in excess of the number of working days prescribed above.

8. **BUY AMERICA**

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. **Steel and iron materials must be produced in the U.S. except:**

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];

2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or $2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;

2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. **QUALITY ASSURANCE**

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. You may examine the records and reports of tests the Agency performs if they are available at the job site.
Schedule work to allow time for QAP.

10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency’s prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

[The following 10 pages must be physically inserted into the contract without modification.]
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General

II. Nondiscrimination

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27, and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor and the Federal Highway Administration, whether modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action requirements for all Federal-aid highway projects.

   a. The contractor will work with the contracting agency and the Federal Highway Administration to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

   b. The contractor will accept as its operating policy the following statement:

   "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

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2. EEO Officer: The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

   a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
   b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
   c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
   d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
   e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer.” All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

   a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
   b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
   c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

   a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
   b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
   c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
   d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

   a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
   b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
   c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
   d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, recruitment and training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements to comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b): 

a. The requirements of 49 CFR Part 26 and the State DOT’s U.S. DOT-approved DBE program are incorporated by reference.

b. 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 contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should reflect the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor’s obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor’s control, where the facilities are segregated. The term “facilities” includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.
IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. 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 regulations issued 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 equivalents 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 contractor 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.d. 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 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 employee'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 conforming under paragraph 1.b. of this section) and the Davis-Bacon poster (WH−1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) 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:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor 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, DC 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.

(3) In the event the contractor, 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 Wage and Hour Administrator for determination. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, 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.

c. 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 contractor 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.

d. If the contractor does not make payments to a trustee or other third person, the contractor 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 contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
2. Withholding

The contracting agency 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 contractor under this contract, any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, 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 contractor or any subcontractor 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 the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, 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

a. Payrolls and basic records relating thereto shall be maintained by the contractor 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 contractor shall maintain records which show 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 records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors 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.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. 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 http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA, or 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 contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or 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;

(iii) That 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.

3. Payrolls and basic records

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. 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 http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA, 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 contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or 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;

(iii) That 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.

(3) 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.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, 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

a. Apprentices (programs of the USDOL).

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, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprentice program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services 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 contractor 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 contractor 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 contractor's or subcontractor'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 unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeymen wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at an apprentice rate who 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 Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice shall be paid not less than the applicable wage rate on the wage determination for the 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.

b. Trainees (programs of the USDOL).

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 journeymen 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 journeymen wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who 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 contractor 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.

c. 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.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor 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 contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor'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).

b. 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).


V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (1.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors 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.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

   (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
   (2) the prime contractor remains responsible for the quality of the work of the leased employees;
   (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
   (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. “Specialty Items” shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
of this section, 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 section.

2. The contract amount upon which the requirements set forth in paragraph (1.) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the contracting officer, or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the contracting officer, or authorized representative thereof, with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer or authorized representative thereof, may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, shall be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.
Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant must, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal 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) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Participant" without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 loan, the extending of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. 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 Form to Report Lobbying," in accordance with its instructions.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting this bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which...
h. 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 clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

exceed information of participant is not required to exceed that which is $100,000 and that all such recipients shall certify and disclose accordingly.
12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

<table>
<thead>
<tr>
<th>Economic Area</th>
<th>Goal (Percent)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Redding CA:</td>
<td>6.8</td>
</tr>
<tr>
<td>Non-SMSA (Standard Metropolitan Statistical Area) Counties:</td>
<td></td>
</tr>
<tr>
<td>CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama</td>
<td></td>
</tr>
<tr>
<td>Eureka, CA</td>
<td>6.6</td>
</tr>
<tr>
<td>Non-SMSA Counties:</td>
<td></td>
</tr>
<tr>
<td>CA Del Norte; CA Humboldt; CA Trinity</td>
<td></td>
</tr>
<tr>
<td>San Francisco-Oakland-San Jose, CA:</td>
<td></td>
</tr>
<tr>
<td>SMSA Counties:</td>
<td></td>
</tr>
<tr>
<td>7120 Salinas-Seaside-Monterey, CA</td>
<td>28.9</td>
</tr>
<tr>
<td>CA Monterey</td>
<td></td>
</tr>
<tr>
<td>7360 San Francisco-Oakland</td>
<td></td>
</tr>
<tr>
<td>CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo</td>
<td></td>
</tr>
<tr>
<td>7400 San Jose, CA</td>
<td></td>
</tr>
<tr>
<td>CA Santa Clara, CA</td>
<td></td>
</tr>
<tr>
<td>7485 Santa Cruz, CA</td>
<td></td>
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<tr>
<td>CA Santa Cruz</td>
<td></td>
</tr>
<tr>
<td>7500 Santa Rosa</td>
<td></td>
</tr>
<tr>
<td>CA Sonoma</td>
<td></td>
</tr>
<tr>
<td>8720 Vallejo-Fairfield-Napa, CA</td>
<td></td>
</tr>
<tr>
<td>CA Napa; CA Solano</td>
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</tr>
<tr>
<td>Non-SMSA Counties:</td>
<td></td>
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<tr>
<td>CA Lake; CA Mendocino; CA San Benito</td>
<td>23.2</td>
</tr>
<tr>
<td>Sacramento, CA:</td>
<td></td>
</tr>
<tr>
<td>SMSA Counties:</td>
<td></td>
</tr>
<tr>
<td>6920 Sacramento, CA</td>
<td></td>
</tr>
<tr>
<td>CA Placer; CA Sacramento; CA Yolo</td>
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</tr>
<tr>
<td>Non-SMSA Counties</td>
<td></td>
</tr>
<tr>
<td>CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba</td>
<td>16.1</td>
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<tr>
<td>Stockton-Modesto, CA:</td>
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</tr>
<tr>
<td>SMSA Counties:</td>
<td></td>
</tr>
<tr>
<td>5170 Modesto, CA</td>
<td></td>
</tr>
<tr>
<td>CA Stanislaus</td>
<td></td>
</tr>
<tr>
<td>8120 Stockton, CA</td>
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<tr>
<td>CA San Joaquin</td>
<td></td>
</tr>
<tr>
<td>Non-SMSA Counties</td>
<td></td>
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<tr>
<td>CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne</td>
<td>19.8</td>
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<tr>
<td>Fresno-Bakersfield, CA</td>
<td></td>
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<tr>
<td>SMSA Counties:</td>
<td></td>
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<tr>
<td>0680 Bakersfield, CA</td>
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<td>CA Kern</td>
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<tr>
<td>2840 Fresno, CA</td>
<td></td>
</tr>
<tr>
<td>CA Fresno</td>
<td></td>
</tr>
</tbody>
</table>
For the last full week of July during which work is performed under the contract, you and each non-material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

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

(1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR’S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall take all necessary steps to secure such information from those failing or refusing to furnish the same.
information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

(5) **Sanctions for Noncompliance**: In the event of CONTRACTOR’s noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) **Incorporation of Provisions**: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

14. **USE OF UNITED STATES-FLAG VESSELS**

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.
Federal Trainee Program Special Provisions
(to be used when applicable)

15. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is _________.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City/County of ________:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City/County's of ________ approval for this submitted information before you start work. The City/County of ________ credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City/County of ________ and FHWA approves a program if one of the following is met:

1. It is calculated to:
   - Meet the your equal employment opportunity responsibilities
   - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.
Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of ________ reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
   - Contribute to the cost of the training
   - Provide the instruction to the apprentice or trainee
   - Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Account Name</th>
<th>Number</th>
<th>Appropriation Increase/ Decrease</th>
<th>Revenue Increase/ Decrease</th>
<th>Unreimbursed Cost Change</th>
<th>General Fund</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
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<td>Professional/Special Srvs</td>
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<td>$166,449</td>
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<tr>
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<td>$166,449</td>
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</table>

Total: $166,449 $166,449