

**WARNING:** ALL INDIVIDUALS INTERESTED IN BIDDING ON THIS PROJECT MUST OBTAIN THE FINAL PLANS AND SPECIFICATIONS FROM THE DEPARTMENT MANAGING THE PROJECT OR AS OTHERWISE STATED IN THE ADVERTISEMENT FOR BIDS FOR THE PROJECT. DO NOT USE THE PLANS AND SPECIFICATIONS POSTED ON THE CLERK OF THE BOARD'S WEBSITE FOR BIDDING ON THIS PROJECT.



SAN BERNARDINO  
COUNTY

## BID DOCUMENTS

For

CHINO AIRPORT VAULT  
UPGRADE PROJECT  
PROJECT NO. 10.10.1461

CHINO AIRPORT  
CHINO, CALIFORNIA

SAN BERNARDINO COUNTY  
PROJECT AND FACILITIES MANAGEMENT DEPARTMENT  
PROJECT MANAGEMENT  
385 NORTH ARROWHEAD AVENUE,  
THIRD FLOOR  
SAN BERNARDINO, CA 92415-0184  
[pfm.sbcounty.gov](http://pfm.sbcounty.gov)

February 2024

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**ADVERTISEMENT FOR BIDS**  
**Chino Airport Vault Upgrade Project**  
**7000 Merrill Avenue Chino**

Notice is hereby given that the Project and Facilities Management Department – Project Management on behalf of the Board of Supervisors of San Bernardino County, California, will receive sealed bids on or before 10:00 a.m. on April 10, 2024, in the office of the Project and Facilities Management Department, 385 North Arrowhead Avenue, Third Floor, San Bernardino, CA 92415-0184, at which time they will be publicly opened and declared for the Chino Airport Vault Upgrade Project in Chino, California.

Bids in response to this solicitation can be submitted through San Bernardino County Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/epro/> or in person at the Project and Facilities Management Department – Project Management. **All bidders must register with the ePro system prior to the date and time to receive sealed bids or they will be disqualified.**

The Bid Documents, including final plans and specifications, are available at no cost to the bidder and may be obtained from the County's ePro Website at <https://epro.sbcounty.gov/bsol/>.

No bid may be withdrawn after the scheduled bid opening, or within sixty (60) days thereafter.

Copies of the prevailing wage rates are on file at the Project and Facilities Management Department and shall be made available to any interested party on request. Copies are also included in the Bid Documents.

State Contractor's Class "A" License, If the bidder does not list a licensed subcontractor(s) under the Designation of Subcontractors section of the Bid Proposal to perform work in any of the following trades, in order to be found responsive and in order to perform that work himself/herself, the bidder must possess the State specialty license for that trade: Electrical (C-10).

Construction estimate is: Base Bid: \$200,000.

For information regarding this project, contact Michelle Viebach, Project Manager, at (909) 361-1859. **DO NOT CONTACT THE DESIGN CONSULTANT.** All technical questions to be submitted to the Project Manager in writing via email at [Michelle.Viebach@pfm.sbcounty.gov](mailto:Michelle.Viebach@pfm.sbcounty.gov). The subject line of the email should include the project number, as found in the bid documents, along with the project name and RFI. All questions must be submitted no later than March 22, 2024, at 4:00 p.m. No questions will be answered within seventy-two (72) hours of the bid opening.

The Base Bid consists of the following work: vault upgrades, cable and conduit installation.

The award of project will be based on the lowest responsive, responsible Base Bid submitted.

Federal contract and procurements are included on this project.

**1. Federal Aviation Administration.**

This project is funded under the Federal Aviation Administration (FAA) Airport Improvement Program

(AIP). Contractor(s) will be required to comply with specific federal contract provisions as listed herein and contained in the Bid Documents.

**(a) NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

**Timetables**

Goals for minority participation for each trade: 19.0%

Goals for female participation in each trade: 6.9%

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

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

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

- 1) As used in this notice and in the contract resulting from this solicitation, the "covered area" is City of Chino, County of San Bernardino, State of California.

**(b) CIVIL RIGHTS – TITLE VI ASSURANCE**

SAN BERNARDINO COUNTY, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or

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

**(c) DISADVANTAGE BUSINESS ENTERPRISE (DBE)**

A **DBE Goal of 11.55%** has been established for this contract.

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

**(d) FEDERAL PROVISIONS**

The following provisions are incorporated herein by reference with the same force and effect as if given in full text:

- 1) Buy American Preference (Reference: 49 USC § 50101)
- 2) Trade Restriction Certification (Reference: 49 USC § 50104; 49 CFR part 30)
- 3) Davis Bacon Act (Reference: 29 CFR § 200, Appendix II(D); 29 CFR Part 5)
- 4) Debarment and Suspension (Reference: 2 CFR part 180 (Subpart C); 2 CFR part 1200; and DOT Order 4200.5 )
- 5) Lobbying and Influencing Federal Employees (Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II(J); and 49 CFR part 20, Appendix A)
- 6) Procurement of Recovered Materials (Reference: 2 CFR § 200.322; 40 CFR part 247; and Solid Waste Disposal Act)
- 7) Government-wide Requirements for Drug-free Workplace (Reference: 28 CFR 83.635)
- 8) Certification of Nonsegregated Facilities (41 CFR Part 60-1.8)
- 9) Veteran's Preference (49 USC Section 47112(c))
- 10) Distracted Driving (Texting when Driving) (Executive Order 13513/ DOT Order 3902.10)

(See Federal Provisions of the Contract Bid Documents for further details.)

Successful Bidder/Contractor will be required to insert applicable federal contract provisions in all subcontracts and shall be responsible for compliance by subcontractor(s).

**2. Prevailing Wages and Payroll Records.**

Contractor will be required to pay employees and keep records in accordance with the Davis Bacon Act (29 CFR Part 5) and/or the Federal Fair Labor Standards Act (29 CFR part 201).

**3. List of Subcontractors.**

The prime contractor must provide a list of subcontractors with its bid on the form provided in the

Proposal forms (see Instructions to Bidders for further information).

**A Mandatory Pre-Bid Meeting has been scheduled for March 13, 2024, at 10:00 a.m. The project location is 7000 Merrill Avenue, Chino, California 91710. The meeting will be held at the Administration Airports Building A550 located at the end of Cal Aero Drive. Cal Aero Drive is located off of Merrill Avenue. Bids submitted by firms who have not participated in the Pre-bid Meeting will be disqualified.**

The County reserves the right to reject any or all bids, to waive technical errors, discrepancies or informalities of a bid not affected by law, if to do so seems to best serve the public interest.

By order of the Board of Supervisors of San Bernardino County, dated at San Bernardino, California,

Don Day, Director  
Project and Facilities Management Department

Published in the Daily Press on March 1, 2024



## INSTRUCTIONS TO BIDDERS

Proposals: To receive consideration, bids shall be submitted on the enclosed Bid Proposal forms and shall be made in accordance with the following instructions:

- A. Bids shall contain no recapitulation of the work to be done. Alternative proposals will not be considered unless specifically requested by the County. Oral, telegraphic or telephonic proposals or modifications will not be considered.
- B. Bidders shall examine all the bid documents, including the drawings, perform their own estimates for the proposed work, taking into account local conditions, uncertainty of weather, and all laws, ordinances, rules and regulations of any federal, state, county, municipal or other governmental agency that has jurisdiction over the work.
- C. The General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 are included in this Bid Package and must be complied with, as stated in Section 14 of the General Conditions. Updated wage rate determinations will be made available when they are issued, and the successful bidder will provide copies to all subcontractors. Wage rates paid on this project must be revised in accordance with the updated determinations. Copies of the prevailing wage rates are on file at the Project and Facilities Management Department – Project Management and shall be made available to any interested party on request. Copies are also included in these Bid Documents.
- D. Bidders are advised that this project is funded by the FAA and as such is subject to extensive Federal requirements and provisions in the areas of labor, wage rates, notices for Contracts, and bidding provisions. The Bidder's / Contractor's attention is directed to Division II "Required Federal Provisions," Division III "FAA General Provisions", and Division IV "A-130 Wage Rate and DBE Requirements" for detailed information on FAA requirements.
- E. There is a DBE requirement on this project; see Proposal Forms and the Advertisement for Bids for more information.
- F. A weekly certified payroll is required during the term of construction. Payment of contractor's invoice may be delayed when certified payrolls are not submitted weekly. The County shall make progress payments on any properly completed payment request submitted by the contractor. The payment request shall not be deemed properly completed unless certified payrolls, have been properly completed and submitted on a weekly basis, for each week worked during the time period covered by said payment request. Certified payrolls will be submitted via LCPtracker, which is a web-based system.
- G. Contractors are prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

- H. Bids shall be delivered to, or mailed postage prepaid to arrive at, the Project and Facilities Management Department – Project Management, 385 North Arrowhead Avenue, Third Floor, San Bernardino, California, 92415-0184, on or before the time set for the opening of bids in the published Advertisement For Bids. All bids shall be enclosed in a sealed envelope bearing the title of the work, the name of the bidder, and clearly marked "Bid Proposal". Bids can also be submitted through San Bernardino County Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/epro/>. **All bidders must register with the ePro system prior to the date and time to receive sealed bids or they will be disqualified.** System-related questions about ePro shall be directed to Vendor support at [ePro.Vendors@buyspeed.com](mailto:ePro.Vendors@buyspeed.com) or at 1-855-800-5046. For procurement questions involving ePro, please contact the Purchasing Department at (909) 387-2060. **NOTE: If sending the bid or bid bond to the Project and Facilities Management Department – Project Management in a mail envelope (i.e. Federal Express, etc.) please enclose the bid or bid bond inside the mail envelope in a separately sealed envelope bearing the title of the work, the name of the bidder, and marked “Bid Proposal or Bid Bond”. All mail, including Priority and Express Mail, sent via the U.S. Postal Service is received by the County's mail room then distributed to the Project and Facilities Management Department – Project Management. This can cause a delay in the receipt of bids or bid bonds. The County is not responsible for any delays caused by mail service to a different County location. It is Bidder's responsibility to ensure bids and bid bonds are received at the Project and Facilities Management Department – Project Management, 385 North Arrowhead Avenue, Third Floor, San Bernardino, CA, on or before the time set for opening of bids.**
- I. Concurrently with the submittal of its bid, bidders are required to furnish bid security in the amount of ten percent (10%) of the BASE BID. If the bid is submitted to the Project and Facilities Management Department – Project Management, the bid security shall be enclosed in the sealed and marked envelope along with the bid proposal. If the bid is submitted through San Bernardino County Electronic-Procurement network (ePro) then scan the bid security (bid bond) and submit the scanned copy with your bid submittal in ePro, additionally, mail or submit the original bid security, in a separate sealed envelope labeled “Bid Bond” with the title of the work and the name of the bidder clearly marked on the outside, to: Project and Facilities Management Department – Project Management, 385 North Arrowhead Avenue, Third Floor, San Bernardino, California, 92415-0184. **Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**
- J. Bids will be opened at the time set for the opening of bids in the published Advertisement For Bids or as revised in an Addendum. All bids submitted to the Project and Facilities Management Department – Project Management in sealed envelopes will be opened and read. All bids submitted in the ePro system will be opened from the system's “encrypted lock box” and read. The bid summary sheet referencing both paper bids and ePro bids will be available through ePro and/or the Project and Facilities Management Department – Project Management for all bidders to view.
- K. **DO NOT CONTACT THE DESIGN CONSULTANT.** All technical questions to be submitted to the Project Manager in writing as indicated in the Advertisement for Bids.
- L. Any Bidder submitting a Bid to the County for this Project may file a protest of the County's proposed award of a construction contract for this Project, provided that each and all of the following are complied with:

- i) The bid protest is in writing.
- ii) The bid protest is submitted to and received by the Project and Facilities Management Department – Project Management, 385 N. Arrowhead Ave., Third Floor, San Bernardino, CA, 92415-0184 before 4:00p.m. of the fifth business day following the bid opening. Failure to timely submit a written protest shall constitute grounds for the County's denial of the bid protest without consideration of the grounds stated in the bid protest and a waiver of the right to protest. Untimely protests will not be accepted or considered.
- iii) The written bid protest shall set forth, in detail, all grounds for the bid protest (including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest), the form of relief required and the legal basis for such relief. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. The bid protests shall include the name of the project manager and the name and project number of the bid Project. Any bid protest not conforming to the foregoing shall be rejected as invalid.

If a valid protest is timely filed and complies with the above requirements, the Department shall review and evaluate the bid protest. All bidders, including the protesting bidder, shall have three business days to respond to the Department and to provide any information requested by the Department. The Department shall respond to the protesting bidder and state the Department's findings regarding the bid protest. The Department Director's decision shall be final, unless overturned by the Board of Supervisors.

- M. State Contractor's Class "A" License, If the bidder does not list a licensed subcontractor(s) under the Designation of Subcontractors section of the Bid Proposal to perform work in any of the following trades, in order to be found responsive and in order to perform that work himself/herself, the bidder must possess the State specialty license for that trade: Electrical (C-10).
- N. Withdrawal of Bids: Any bidder may withdraw his bid, personally, or by telegraphic or written request, at any time prior to the scheduled time for receipt of bids. If a bid is submitted through ePro, then the bid may also be withdrawn in ePro prior to the scheduled time for receipt of bids. No bid may be withdrawn after the scheduled bid opening, or within sixty (60) days thereafter.
- O. Opening of Bids: Due to the Covid-19 pandemic and to ensure compliance with social distancing requirements, bids will be conducted virtually via GoToMeeting. Bids (both paper and ePro) shall be opened and read aloud at the place and time set in the Advertisement For Bids. The Call In Number, Access Code, and link information for this bid opening are below:
  - Call In Number: +1 (669)444-9171
  - Meeting ID: 832-4322-6690
  - Passcode: 904978
  - Link: <https://sbcounty.zoom.us/j/83243006690?pwd=T1BHa2NQRWFEeWZSYmk5ODJmdGVSZz09>
- P. Pre-Bid Meetings: Pre-bid sign-in Lists from all pre-bid meetings will be uploaded to the Project Management website within approximately three (3) business days from the date of the pre-bid meeting. Prior to the submission of a bid, the Bidder shall examine the job site to become familiar with the existing conditions. A job site visit will be held at time of pre-bid meeting. The job site will not be available for visit at any other time than the pre-bid meeting. Any discrepancy between the Bid Documents and actual site

conditions shall immediately be brought to the attention of the Engineer in writing. Failure to examine the job site or call attention to discrepancies shall not relieve the Contractor of performance under any Contract issued as a result of his bid.

Q. Bid Results: The Bid Tabulation, outlining initial bid results will be uploaded to the Project Management and Facilities Department website <https://pfm.sbcounty.gov/>, within approximately three (3) business days from the date of the bid opening.

R. Description of Work: The scope of work for this project consists of the following:

### **VAULT UPGRADE PROJECT**

**This work consists of the following Base Bid work:**

- Vault Upgrades
- Cable and conduit installation

S. Time of Completion: The time of completion for the Project is detailed in Division IV, Section A-105, "Special Provisions for Airport Construction" and in the Construction Safety and Phasing Plan, which is included as Appendix 1 to these project specifications. This Project is subject to liquidated damages if time limitations are not met. Details are in the Special Provisions as noted above.

T. Schedule of Values: If requested, a schedule of value(s) shall be provided for each lump sum bid item Mobilization phase, but not later than 10 working days before the first progress payment. The schedule of values shall be in the form of a detailed, itemized cost breakdown of the lump sum amount that includes the profit and overhead costs for each item. All work to be performed by subcontractors shall be listed. The schedule of values, once established, will serve as the basis for estimating or evaluating the percentage of lump sum work completed for progress payments. Progress payments on Unit Price Work will be based on the number of units completed. The schedule of values may also be used to evaluate the impact of unbalanced pricing.

U. Progress Payments: Progress payments may be authorized by the County if the Project duration exceeds thirty (30) calendar days. Progress Payment Requests are to be submitted to the Engineer accompanied by a schedule of values in the form of a Payment Request. Progress payments will be authorized by the County Project Manager. The County reserves the right to reduce the Progress Payment amount if, in the opinion of the Engineer, Project Manager, or the Purchasing and Contracts Administrator, the values on the Schedule of Values exceed the amount of work completed or material delivered to the job site. Any such changes will be reviewed with the Contractor.

V. Retention: Progress payments shall be subject to five percent (5%) retention until the Project is at least ninety percent (90%) complete and may be reduced thereafter. Within thirty-five (35) days following publication of the Notice of Completion (Contracts over \$20,000) the retention may be reduced to an amount equal to twice the estimated value of any uncompleted work.

W. Order of Precedence: See Division III: Part 1 Section 50-04 Order of Precedence.

X. Unbalanced Pricing: An offer with unbalanced pricing is not acceptable. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices or payment for incomplete work, or for work not done. Unbalanced pricing exists when, despite an acceptable total overall price, the price of one or more Contract line items is significantly over or understated, as

determined by the Engineer in the application of customary construction industry standard techniques for cost and price analysis.

All offers with separately priced line items or sub-line items will be analyzed to determine if the prices are unbalanced. Bidders shall provide a schedule of values for all lump sum items upon request. If an offer is deemed to be unbalanced, the County will:

1. Consider the risks to the County associated with the unbalanced pricing in determining the competitive range and in making the award decision; and
2. Consider whether award of the Contract will result in paying unreasonably high prices for Contract performance and whether the award fails to represent the lowest ultimate cost to the County.

An offer may be rejected if the County deems that the lack of balances poses an unacceptable risk to the County. The County reserves the right to delete all or part of an item that is deemed to be unbalanced and award the Contract; and to require that item of work to be done by force account or negotiated price.

**BIDDER'S CHECKLIST**  
**for**  
Chino Airport  
**Vault Upgrade Project**

For bid to be considered "responsive" the following documents are required to be fully executed and **submitted with your bid**:

- \_\_\_\_\_ Bidder's Check List (This List)
- \_\_\_\_\_ Bid Proposal
- \_\_\_\_\_ Bid Bond
- \_\_\_\_\_ DBE Designation of Subcontractors
- \_\_\_\_\_ Non-DBE Designation of Subcontractors
- \_\_\_\_\_ Certificate of Compliance with FAA Buy American Preference – Construction Projects (A4)
- \_\_\_\_\_ Suspension and Debarment Requirements Certification (A11)
- \_\_\_\_\_ Assurance of DBE Participation (A12)
- \_\_\_\_\_ Lobbying and Influencing Federal Employees (A18)
- \_\_\_\_\_ Tax Delinquency and Felony Convictions Certification of Offeror / Bidder (A24)
- \_\_\_\_\_ Non-Collusion Declaration (Prime Bidder)
- \_\_\_\_\_ Bid Schedule: Base Bid
- \_\_\_\_\_ Evidence of Competency

Each Bidder shall submit "evidence of competency" to the Owner at the time of bid opening (See FAA General Provisions Section 20-02 of the Project Specifications for details).

- \_\_\_\_\_ Evidence of Financial Responsibility

Each Bidder shall submit "evidence of financial responsibility" to the Owner at the time of bid opening (See FAA General Provisions Section 20-02 of the Project Specifications for details).

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The **apparent low bidder** will be required to provide the following **after Notice of Apparent Low Bid**:

- DBE Information (A12) – Demonstration of Good Faith Efforts - within 5 days of request: Owner may choose to, but is not obligated to, extend this deadline upon request.
- Subcontractor Non-Collusion Declaration

The **successful bidder** will be required to provide the following **after Notice of Award**:

- Signed Contract (s)
- Payment Bond (s)
- Performance Bond (s)

## BID PROPOSAL

PROJECT: Vault Upgrade Project No. 10.10.1461  
LOCATION: Chino Airport, Chino, California  
OWNER: San Bernardino County  
BID OPENING: Wednesday, April 10, 2024, at 10:00 a.m.  
BIDDER: \_\_\_\_\_

San Bernardino County  
Project and Facilities Management Department – Project Management  
385 North Arrowhead Avenue, Third Floor  
San Bernardino, CA 92415-0184  
www.pfm.sbcounty.gov

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, including the drawings and specifications, for the scope of work for the Vault Upgrade Project which is vault upgrades, cable and conduit installation, in Chino, California, and fully understands the scope and meaning of the Bid Documents.

Contractor acknowledges that this project is funded with an FAA grant and agrees to comply with all applicable requirements including but not limited to the payment of the higher or California or Federal prevailing wages under the Davis-Bacon Act and other related Acts. Both State and Federal Wage Determinations will be enforced and when there is a conflict, the higher (most stringent) will be adhered to.

*The undersigned hereby agrees to furnish all materials, labor, tools, equipment, apparatus, facilities, and transportation necessary to complete all work in strict conformity with the drawings and specifications, and to execute the contract to the satisfaction of the Project and Facilities Management Department – Project Management, at the following cost(s):*

In case of discrepancy between the written bid set forth and the numerical bid set forth, the written bid shall prevail. In the case of a discrepancy between the written bid or numerical bid set forth on the bid proposal, and the numerical bid set forth in the ePro system, the information on the bid proposal shall prevail.

**TOTAL BASE BID:** For the furnishing of the labor, materials, and equipment necessary to complete all work as designated in the Plans and Specifications for both the Vault Upgrade Project.

ITEM NO.	SPEC. REF	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL (Figures)	EXTENSION
					Figures	in Words (dollars & cents)		
1	A-105-3.1	Airfield Safety and Traffic Control	LS	1	\$		\$	
2	C-105-6.1	Mobilization (Not to Exceed 10% of Base Bid)	LS	1	\$		\$	
3	NS-151-5.1	L-829 Constant Current Regulator, 20	EA	1	\$		\$	

		kW, 3 Step, 208V, In-Place					
4	NS-151- 5.2	L-829 Constant Current Regulator, 20 kW, 5 Step, 208V, In-Place	EA	1	\$		\$
5	NS-151- 5.3	L-829 Constant Current Regulator, 30 kW, 5 Step, 208V, In-Place	EA	1	\$		\$
PAGE SUBTOTAL IN FIGURES (ITEMS 10-14)						\$	
PAGE SUBTOTAL IN WORDS (ITEMS 1-5):							
*****							
TOTAL BASE BID SCHEDULE IN FIGURES						\$	
TOTAL BASE BID SCHEDULE IN WORDS							

The quantities listed are only an estimate for each of the items. The actual quantities encountered may be different and compensation will be based on the unit prices established.

The above-mentioned BASE BID includes applicable California state sales tax, bonds, insurance and all other costs required to perform all the work described in the project drawings and specifications.

The lowest bid shall be the lowest bid price on the BASE BID. A responsible and responsive bidder who submitted the lowest bid shall be awarded the contract, if it is awarded.

#### **BID DEPOSIT (BID BOND)**

There is enclosed herewith, a certified check or surety bond in the amount of ten percent (10%) of the BASE BID, or, more specifically, \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), made payable to San Bernardino County. The undersigned agrees that in the event of the failure by the undersigned to execute the necessary contract and furnish the required contract bonds and insurance, the certified check or surety bond and the money payable thereon shall be, and remain, the property of San Bernardino County. If the bid is accompanied by a certified or cashier's check, the check shall be deposited by the Project and Facilities Management Department – Project Management, and a County warrant for the full amount shall be issued to the undersigned approximately one month after Contract Award.

If the bid is submitted through San Bernardino County Electronic Procurement Network (ePro) then scan the bid security (bid bond) and submit the scanned copy with your bid submittal in ePro, additionally, mail or submit the original bid security, in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder clearly marked on the outside, to: Project and Facilities Management Department – Project Management, 385 North Arrowhead Avenue, Third Floor, San Bernardino, California, 92415-0184. **Any**

Chino Airport  
San Bernardino County, California  
Vault Upgrade Project

PF-3  
Issued For Bid

Division I – Proposal Forms  
Bid Proposal



mailed or submitted bid security must be received on or before the time set for the opening of the bids.

#### **TIME OF COMPLETION**

The undersigned agrees to complete the work within the time frames stipulated in Division IV: Special Provisions for Airport Construction, Item A-105 Airfield Safety and Traffic Control from the date stipulated in the Notice to Proceed.

#### **LIQUIDATED DAMAGES**

Pursuant to the provisions of Government Code Section 53069.85 and in the event that all the Work called for in this Contract is not completed within the timeframes set forth per phase and for the entire contract, Contractor shall forfeit and pay to the County the amount indicated in Division IV: Special Provisions for Airport Construction, Item A-105 Airfield Safety and Traffic Control.

#### **ESCROW ACCOUNT**

Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, the Contractor may substitute qualified securities in lieu of retention withheld by the County and/or establish an escrow account for retention payments.

#### **REJECTION OF BIDS**

The undersigned agrees that the County reserves the right to reject any or all bids, and reserves the right to waive informalities in a bid or bids, not affected by law, if to do so seems to best serve the public interest.

#### **VALIDITY OF BIDS**

The undersigned agrees that this bid will remain valid for sixty (60) days after the scheduled bid opening.

#### **STATE LICENSES**

The undersigned hereby certifies that he is currently the holder of a valid State Contractor's Class "A" license as indicated in the Bid Advertisement in the State of California and that the license is the correct class of license for the work described in the project drawings and specifications. The undersigned also certifies that all subcontractor(s) listed under the Designation of Subcontractors section of the Bid Proposal are currently the holder of valid contractor's license(s) in the State of California and the license is the correct class of license for the work to be performed by the subcontractor(s). If the bidder does not list a licensed subcontractor(s) under the Designation of Subcontractors section of the Bid Proposal to perform work in any of the following trades, in order to be found responsive and in order to perform that work himself/herself, the bidder must possess the State specialty license for that trade: Electrical (C-10).

#### **INSURANCE**

The undersigned agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general and auto liability insurance; Workers' Compensation insurance; and such other insurance that will protect him from claims for damages and personal injury, including death, which may arise from operations under the contract, whether such operation be by the undersigned or by any subcontractor of the undersigned, or anyone directly or indirectly employed by the undersigned or any subcontractor of the undersigned in accordance with Section 11.2 of the General Conditions. **The undersigned agrees to provide the Project and Facilities Management Department – Project Management with Certificates of Insurance evidencing the required insurance coverage at the time Contractor executes the contract**

**with the County.** All policies (excluding Workers' Compensation) shall name San Bernardino County and its officers, employees, agents and volunteers as additional insureds. All coverages shall be subject to approval by the County for adequacy of protection.

### **BONDS**

If this Bid is successful, the undersigned agrees to execute the required Standard Contract and will furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the contract price. These bonds shall be secured from a surety company or companies satisfactory to the County within ten (10) calendar days of the contract award and shall be on County approved bond forms. Bonds shall remain in full force and effect for a period of one year following the date of filing of Notice of Completion.

### **FORMER COUNTY OFFICIALS**

Contractor agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

### **INACCURACIES OR MISREPRESENTATIONS**

If during the course of the bid proposal process or in the administration of a resulting Contract, the County determines that the contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the contractor may be terminated from the bid proposal process, or in the event a Contract has been awarded, the Contract may be immediately terminated. If a Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

### **VISITING THE SITES**

The undersigned has visited the site and is familiar with the local conditions of the work site.

### **DESIGNATION OF SUBCONTRACTORS**

In compliance with the provisions of Sections 4100-4108 of the Public Contract Code of the State of California, and any amendments thereof, the undersigned shall set forth below the name, location of the place of business and the California contractor license number of each subcontractor who will perform work (meaning the total amount of the subcontractor's contract amount including all labor, materials, supplies and services) in excess of one-half of one percent ( $1/2$  of 1%) of the total bid; and, the general category or the portion of the work to be performed by each subcontractor.

If the undersigned fails to specify a subcontractor for any work to be performed under the contract, the undersigned agrees to perform the work and shall not be permitted to subcontract that work except in cases of public emergency, and then only after written finding as public record by the Board of Supervisors.

The undersigned certifies that all subcontractor(s) listed below are currently the holder of valid contractor's license(s) in the State of California and the license(s) is the correct class of license for the work to be performed by the subcontractor(s).

The undersigned certifies that it and all subcontractor(s) listed below have registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (applicable for all bids submitted on or after March 1, 2015). The undersigned agrees that no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (applicable for all contracts awarded on or after April 1, 2015). The undersigned acknowledges that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

As required by Labor Code 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

Where a hearing is required for a decision on the substitution of subcontractors, pursuant to the provisions of Chapter 4, Part 1, Division 2, of the Public Contract Code, (commencing with Section 4100) by the awarding authority, or a duly appointed hearing officer, the Clerk of the Board of Supervisors shall prepare and certify a statement of costs incurred by the County for investigation, and to conduct the hearing, including the costs of any hearing officer and shorthand reporter appointed. For the purposes of a hearing for the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100) the awarding authority shall be the Director of the Project and Facilities Management Department, or his/her designee.

The statement of costs shall be sent to the undersigned, who shall reimburse the County for all costs. If not paid separately, such reimbursement shall be deducted from monies due and owing to the undersigned prior to acceptance of the project.

Contractor shall fill out the forms regarding DBE and non-DBE sub-contractors.

#### **ADDENDA**

This bid includes Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Bidder must acknowledge all addendums above, regardless of any acknowledgement of addendums in ePro.

#### **AFFIDAVIT**

The undersigned has submitted with the bid proposal a non-collusion declaration, signed under penalty of perjury, for the principal contractor. The undersigned agrees to furnish the County non-collusion declarations for subcontractors signed under penalty of perjury, and states that this is a genuine proposal and is neither collusive nor made in the interest of any other person and has not induced anyone to submit a sham bid or refrain from bidding.

**The undersigned acknowledges it has registered with the ePro system prior to the date and time to receive sealed bids or it will be disqualified.**

The undersigned declares: that the only person or parties interested in this proposal as principals are those named herein; that this bid is made without any connection with any other person or persons making a bid for the same work, except for another division of the undersigned which may submit an independent bid; that the bid is in all respects fair and without collusion or fraud; that the undersigned has read the Advertisement for Bids and the Instructions to Bidders and agrees to all the stipulations contained therein; that the undersigned has examined the form of contract (including the specifications, drawings, and other documents incorporated therein by reference); that in the event this bid is submitted, including the incorporated bidding documents, be accepted by the County, the undersigned shall execute a contract to perform the work as outlined herein.

If undersigned is a corporation, proposal must be signed by an authorized officer of the corporation.

If the bid proposal is submitted through ePro the undersigned acknowledges that its electronic signature is legally binding.

Check One:    ☐ Sole Proprietor  
                  ☐ Partnership  
                  ☐ Corporation  
                  ☐ Other

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_ Primary Class: \_\_\_\_\_

Expiration Date of Contractor's License \_\_\_\_\_

Contractor's DIR Registration # \_\_\_\_\_

I declare under penalty of perjury the above is true and correct.

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

## BID BOND

**Recitals:** 1. \_\_\_\_\_ "Contractor", has submitted his Contractor's Proposal to County of San Bernardino, "County", for the construction of public work for the **Vault Upgrade Project** in accordance with a Notice Inviting Bids of County dated \_\_\_\_\_.

2. \_\_\_\_\_

a \_\_\_\_\_ corporation, hereafter called "Surety", is the surety of this Bond.

**Agreement:** We, Contractor as principal and Surety as surety, jointly and severally agree and state as follows:

1. The amount of the obligation of this bond is 10% of the amount of the Contractor's Proposal, including all bid alternates, and inures to the benefit of County.

2. This Bond is exonerated by (1) County rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the Agreement and furnishes the Bonds as agreed to in its Proposal, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to act as agreed to in its Proposal. Some types of possible loss, damage and expense are specified in the Contractor's Proposal.

3. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which County may accept the Proposal and waives notice of any such extension.

4. This Bond is binding on our heirs, executors, administrators, successors and assigns.

Dated: \_\_\_\_\_

By \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
"Surety"

Title: \_\_\_\_\_  
"Contractors"

STATE OF \_\_\_\_\_ )  
 ) ss.

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the within instrument as Attorney in Fact.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Seal)

(NOTE: Affix corporate seals.)

## DBE

### DESIGNATION OF SUBCONTRACTORS

The following are the names and the principal places of business of all subcontractors who will perform work or labor, or render services to the bidder in or about the work, together with a statement of the portion and dollar value of the work to be done by each subcontractor. Please attach additional sheets of paper as necessary.

#### A. DBE OWNED AND CONTROLLED BUSINESS ENTERPRISES:

1. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTRACT ITEM OF WORK: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE OF WORK \_\_\_\_\_ %
2. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTRACT ITEM OF WORK: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE OF WORK \_\_\_\_\_ %
3. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTRACT ITEM OF WORK: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE OF WORK \_\_\_\_\_ %
4. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTRACT ITEM OF WORK: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE OF WORK \_\_\_\_\_ %
5. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTRACT ITEM OF WORK: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE OF WORK \_\_\_\_\_ %
6. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTRACT ITEM OF WORK: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE OF WORK \_\_\_\_\_ %
7. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTRACT ITEM OF WORK: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE OF WORK \_\_\_\_\_ %

**Total DBE \$ Value of Work** \_\_\_\_\_ **Total DBE % of Work** \_\_\_\_\_

See "Assurance of DBE Participation" for more required information.

**NON-DBE  
DESIGNATION OF SUBCONTRACTORS**

The following are the names and the principal places of business of all subcontractors who will perform work or labor, or render services to the bidder in or about the work, together with a statement of the portion and dollar value of the work to be done by each subcontractor. Please attach additional sheets of paper as necessary.

**B. NON-DBE OWNED AND CONTROLLED BUSINESS ENTERPRISES:**

1. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTRACT ITEM OF WORK: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE OF WORK \_\_\_\_\_ %
  2. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTRACT ITEM OF WORK: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE OF WORK \_\_\_\_\_ %
  3. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTRACT ITEM OF WORK: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE OF WORK \_\_\_\_\_ %
  4. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTRACT ITEM OF WORK: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE OF WORK \_\_\_\_\_ %
  5. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTRACT ITEM OF WORK: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE OF WORK \_\_\_\_\_ %
  6. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTRACT ITEM OF WORK: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE OF WORK \_\_\_\_\_ %
  7. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTRACT ITEM OF WORK: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE OF WORK \_\_\_\_\_ %
- Total Non-DBE \$ Value of Work** \_\_\_\_\_ **Total Non-DBE % of Work** \_\_\_\_\_

**CERTIFICATE OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE –  
CONSTRUCTION PROJECTS  
*Federal Contract Provision A4***

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,<sup>1</sup> U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

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As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one on the following certification statements. These statements are mutually exclusive. **Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".**

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel, and manufactured products produced in the United States;
  - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States;
  - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.



By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor of the FAA evidence that documents the source and origin of the iron, steel, and/or and manufactured product.
- b) To faithfully comply with providing US domestic products.
- c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- a) To submit to the Airport Sponsor within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

#### **Required Documentation**

**Type 2 Waiver (Nonavailability)** - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

**Type 3 Waiver** - The cost of components and subcomponents produced in the United States is more than 60% of the cost of components and subcomponents of the "facility/project". The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100% U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver** (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25%. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

## SUSPENSION AND DEBARMENT REQUIREMENTS

### *Federal Contract Provision A11*

This is required for any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant if the amount of the contract is equal to or exceeds \$25,000.

#### **CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT**

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

#### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

## ASSURANCE OF DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

### *Federal Contract Provision A12*

The bidder hereby gives assurance pursuant to the requirements of Title 49 CFR § 26.53 that bidder has made a reasonable effort to meet the goals for Disadvantaged Business Enterprise participation specified for the contract for which this proposal is submitted and that bidder, if the contract is awarded to bidder, will have a DBE participation of the percentage indicated below. DBE percentage shall be calculated based on percentage of DBE utilized relative to the Basis of Award. Bidder further gives assurance that bidder will submit the documentation required by said Regulations and the contract specifications, including the Listing of Disadvantaged Business Enterprises with which the bidder will subcontract if the contract is awarded and if bidder is unable to meet the contract goals for DBE participation of the steps bidder has taken to obtain DBE participation.

**NOTE:** Bidder shall insert the percentage for DBE participation.

\_\_\_\_\_  
DBE Contractor Commitment Percentage

If any of your DBE percentage is from a method other than subcontractor participation (material/products supplier is a DBE, Prime Bidder is a DBE, etc.), explain here and provide the dollar value of work and the total percentage of work. (Provide additional sheets as necessary).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

## LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

### *Federal Contract Provision A18*

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

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

***Federal Contract Provision A24***

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

**Certifications – *Circle the correct response in line items 1) and 2).***

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

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

**Note**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

## NON-COLLUSION DECLARATION

### TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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 of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusion or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

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

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

## NON-COLLUSION DECLARATION

### TO BE EXECUTED BY EACH SUBCONTRACTOR PRIOR TO CONTRACT AWARD

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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 bid or of any other bid, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bid. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusion or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

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

Signed: \_\_\_\_\_

Title: \_\_\_\_\_



## DBE INFORMATION – DEMONSTRATION OF GOOD FAITH EFFORTS

### *Federal Contract Provision A12*

**This information may be submitted with your bid, but is not required at the time-of-bid.**

If it is not submitted at the Time of Bid, and you are the apparent low bidder, it must be submitted and received pursuant to the timelines established in the Bidder's Checklist. Failure to submit the required DBE commitment may be grounds for finding the bid nonresponsive.

Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers. The form has a column for the Names of DBE contractors to perform the work.

**IMPORTANT:** Identify **all** DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

A. Provide names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publication

Date of Advertisement

## DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION CONT'D

B. Provide names and dates of notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, email etc.):

[illegible]

C. Identify the items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Chino Airport  
San Bernardino County, California  
Vault Upgrade Project

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION CONT'D**

D. Provide names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above (Identify any self-performance work)

## DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION CONT'D

E. Describe efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Describe efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

## DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION CONT'D

G. Provide names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

H. Provide any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):



Contract Number

\_\_\_\_\_

SAP Number

\_\_\_\_\_

## Project and Facilities Management Department Project Management

Department Contract Representative  
Telephone Number

\_\_\_\_\_  
\_\_\_\_\_

Contractor  
Contractor Representative  
Telephone Number  
Contract Term  
Original Contract Amount  
Amendment Amount  
Total Contract Amount  
Project Name  
Cost Center  
WBSE

\_\_\_\_\_  
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### IT IS HEREBY AGREED AS FOLLOWS:

*(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)*

### CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement" or "Contract") is made effective this \_\_\_\_\_, 2015 ("Agreement Date") by and between SAN BERNARDINO COUNTY ("County") and \_\_\_\_\_ ("Contractor") for the construction of the \_\_\_\_\_ ("Project").

## ARTICLE I

### CONTRACT DOCUMENTS AND INTERPRETATION

#### 1.1 DEFINITIONS

The meanings of all capitalized terms used in the Contract Documents and not otherwise defined herein are contained in the General Conditions. If not defined in the General Conditions, they shall have the meaning assigned to them elsewhere in the Contract Documents. If not defined in the General Conditions or elsewhere, they shall have the meanings reasonably understood to apply to them by the context of the portion of the Contract Documents where such terms are used.

#### 1.2 CONTRACT DOCUMENTS

The "Contract Documents" except for modifications issued after execution of this Agreement, consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference:

- 1.2.1 Advertisement For Bids (Project No. \_\_\_\_\_), dated \_\_\_\_\_.
- 1.2.2 Instruction to Bidders
- 1.2.3 Bidder's Proposal, dated \_\_\_\_\_.
- 1.2.4 Contract Forms
- 1.2.5 Required Federal Contract Provisions
- 1.2.6 FAA General Contract Provisions
- 1.2.7 FAA General Construction Items
- 1.2.8 Special Provisions for Airport Construction
- 1.2.9 Technical Specifications
- 1.2.10 County General Conditions
- 1.2.11 County Special Conditions
- 1.2.12 Performance Bond
- 1.2.13 Labor and Material Bond
- 1.2.14 Special Conditions
- 1.2.15 Wage Rates
- 1.2.16 Construction Safety and Phasing Plan
- 1.2.17 Construction Drawings, entitled "\_\_\_\_\_".
- 1.2.18 Addendum No. 1, dated \_\_\_\_\_.
- 1.2.19 Addendum No. 2, dated \_\_\_\_\_.
- 1.2.20 Certified copy of the record of action of the Board of Supervisors, San Bernardino County meeting of \_\_\_\_\_.



### **1.3 ENTIRE AGREEMENT**

The Contract Documents represent the entire and integrated agreement between County and Contractor, all other representations or statements, whether verbal or written, are merged herein. The Agreement may be amended only by written modification. The San Bernardino County Board of Supervisors, or its authorized designee, must approve any amendment to this Agreement.

## **ARTICLE II**

### **THE WORK**

#### **2.1 SCOPE OF WORK**

**2.1.1** Contractor will furnish all materials, labor, tools, equipment, apparatus, facilities, transportation, construction, landscaping, clean-up, and all other construction services of any type necessary to complete all Work in strict conformity with the Contract Documents. Except with regard to any material to be provided and/or installed by County, Contractor shall fully commission and turn over a complete operational and fully functional Project to County. Without limiting the generality of this Section, Contractor shall provide the following Work and services:

a. Contractor shall provide, install and complete as specified and pay for all labor, materials and equipment, tools, supplies, construction equipment and machinery, construction, start-up and testing, utilities, transportation, and other facilities and services (including any temporary materials, equipment, supplies and facilities) necessary for the proper execution and completion of the complete, operational, and fully functional Project, including the permanent interconnection for electricity, natural gas, water supply, and any other utilities and demonstration of fully satisfactory operation of all systems and equipment. The County will pay connection fees directly to the utilities for all permanent water and electrical connections.

b. Contractor shall supervise and direct the Work, and shall furnish the services of all supervisors, forepersons, skilled and unskilled labor, and all other personnel necessary to construct the complete, operational, and fully functional Project. Contractor shall provide, manage and organize such personnel as necessary to complete the Work in accordance with all requirements of the Contract Documents.

c. Contractor shall obtain, at Contractor's expense, all governmental and private approvals, permits and licenses, required to complete the Work; provided, however, County will be responsible for paying the cost of all County imposed fees necessary for the Project. Contractor shall construct a complete, operational, and fully functional Project in full compliance with all Applicable Laws, codes and standards (both public and private), including but not limited to, the standards included and warranties expressed in the Contract Documents and manufacturer's recommendations pertaining to individual items of equipment or systems.

#### **2.2 STANDARD OF PERFORMANCE**

In addition to and without limiting Contractor's other obligations under the Contract Documents, Contractor shall at all times in its performance of its obligations under the Contract Documents conform to the following general standards of performance:

**2.2.1** Comply with the requirements of the Contract Documents;

**2.2.2** Comply with Applicable Laws;

**2.2.3** Conform to the standard of care applicable to those who provide construction of the type called for by this Agreement for projects of a scope and complexity that is comparable to the Project;

**2.2.4** Furnish efficient business administration of the Work, utilizing senior level management and other qualified personnel to manage the Work; and

**2.2.5** Apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the express best interests of the County and within the limitations of the Contract Sum and Contract Time.

## ARTICLE III

### TIME FOR PERFORMANCE

#### 3.1 CONTRACT TIME

The Date of Commencement of the Work shall be fixed in a Notice to Proceed issued by the County. If County's issuance of a Notice to Proceed is delayed due to Contractor's failure to provide insurance documents or bonds within ten (10) calendar days after the date of award of the Contract by the Board of Supervisors or Chief Executive Officer, one (1) calendar day will be deducted from the number of days to achieve Final Completion of the Work for every day of delay in County's receipt of such documents. This right is in addition to and does not affect County's right to demand forfeiture of Contractor's Bid Security, or any other rights or remedies available to County if Contractor persistently delays in providing the required documentation. Contractor agrees to promptly commence the Work after the Notice to Proceed is issued by the County and to achieve Final Completion of the entire Work within \_\_\_\_\_ calendar days after the Date of Commencement ("Contract Time"). The Contract Time may be extended only by the written authorization of the County.

#### 3.2 LIQUIDATED DAMAGES

**3.2.1** County and Contractor recognize that time is of the essence in this Agreement and that the County may suffer financial loss, including but not limited to, the loss of grant funds, additional contract administration expenses, and loss of public use if the Work is not completed within the Contract Time, including any extensions thereof allowed in accordance with the Contract Documents.

**3.2.2** Contractor and County agree to liquidate damages with respect to Contractor's failure to achieve Final Completion of the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. Contractor acknowledges and agrees that the liquidated damages are intended to compensate County solely for Contractor's failure to meet the deadline for Final Completion and shall not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

**3.2.3** In the event that Contractor fails to achieve Final Completion of the Work within the Contract Time, Contractor agrees to pay County \_\_\_\_\_ per day for each calendar day that Final Completion is delayed.

**3.2.4** Contractor acknowledges and agrees that the foregoing liquidated damages have been set based on an evaluation by County of damages that it will incur in the event of the late completion of the Work. Contractor and County agree that because of the nature of the Project it would be impractical or extremely difficult to fix the amount of actual damages incurred by the County due to a delay in completion of the Work. Accordingly, the County and Contractor have agreed to such liquidated damages to fix Contractor's costs and to avoid later disputes. It is understood and agreed by Contractor that any liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the effective date of this Agreement.

**3.2.5** It is further mutually agreed that County shall have the right to deduct liquidated damages against progress payments or retainage and that the County will issue a unilateral Construction Change Directive and reduce the Contract Sum accordingly. In the event the remaining unpaid Contract Sum is insufficient to cover the full amount of liquidated damages, Contractor shall pay the difference to County.

## ARTICLE IV

### CONTRACT SUM

#### 4.1 CONTRACT SUM

**4.1.1 Total Compensation.** County shall pay the Contractor, and Contractor agrees to accept, in current funds for the Contractor's complete performance of the Work in accordance with the Contract Documents the Contract Sum of:

BASE BID.....\$ \_\_\_\_\_

BID ADDITIVE ALTERNATE 1.....\$ \_\_\_\_\_

**4.1.2 All Inclusive Price.** The Contract Sum, subject to additions and deductions, is the total amount payable by County to Contractor for performance of the Work under the Contract Documents and is deemed to cover all costs arising out of or related to the performance of the Work, including, without limitation, the effects of natural elements upon the Work, unforeseen difficulties or obstructions affecting the performance of the Work (including, without limitation, unforeseen conditions at the Site that do not constitute Differing Site Conditions) and fluctuations in market conditions and price escalations (whether occurring locally, nationally or internationally) from any cause, including, without limitation, causes beyond the control or foreseeability of the Contractor.

#### 4.2 RETENTION

Payment shall not be made more often than once each thirty (30) days, nor shall amount paid be in excess of ninety-five percent (95%) of the Contract Sum at time of Final Completion. Applications for Payment shall not be deemed properly completed unless certified payrolls and any other mandatory submittals have been properly completed and submitted for each week worked during the time period covered by said payment request. Final payment is to be made sixty (60) days subsequent to filing of Notice of Completion. Contractor may, upon Contractor's written request, and approved by the Board of Supervisors, at Contractor's expense, deposit substitute securities, as stated in Government Code Section 16430, and as authorized by Public Contract Code 22300, in lieu of retention monies withheld to insure performance.

#### 4.3 PAYMENT BY ELECTRONIC FUND TRANSFER

Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

## ARTICLE V

### BONDS, INDEMNITY AND INSURANCE

#### 5.1 BONDS

Contractor will furnish a Labor and Material Payment Bond in an amount equal to one hundred percent (100%) of the Contract Sum, and a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum. The Bonds must comply with all requirements in the Contract Documents, be on County approved bond forms, and be secured from a surety company satisfactory to the County within ten (10) calendar days of the award of the Contract. The Bonds shall remain in full force and effect for a period of one (1) year following the date of filing of the Notice of Completion. The Performance Bond shall name the County as beneficiary under the bond.

#### 5.2 INDEMNIFICATION

To the fullest extent possible permitted by law, Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, defend (with counsel reasonably approved by County) (even if the allegations are false, fraudulent, or groundless), and hold harmless the County and its authorized

officers, employees, agents and volunteers (Indemnitees) from and against any and all claims (including claims against the County seeking compensation for labor performed or materials used or furnished to be used in the work or alleged to have been furnished on the project, including all incidental or consequential damages resulting to the County from such claims), allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceedings, demands, losses, costs, damages, judgments, liens, stop notices, penalties, anticipated losses of revenue and/or liability, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses) arising out of, resulting from, or in any way (either directly or indirectly) related to the contract, the work, the project or any breach of the Contract by Contractor (or any of its officers, agents, employees, subcontractors, or any person performing any of the work, or from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Indemnitees on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Indemnitee's "passive" negligence but does not apply to the Indemnitee's "sole" or "active" negligence or "willful misconduct" within the meaning of Civil Code section 2782 provided such "active" negligence or "willful misconduct" is determined by agreement of the parties or by findings of a court. In instances where an Indemnitee's "active" negligence accounts for only a percentage of the liability for the claim involved, the obligation of the Contractor will be for that entire percentage of liability for the claim not attributable to the "active" negligence or "willful misconduct" of the Indemnitees. The County shall be consulted with regard to any proposed settlement.

The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any claim from the County. The Contractor's obligation to defend the County shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. The duty to defend shall apply whether or not a claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any claim. The Contractor shall respond within thirty (30) calendar days to the tender of any claim for defense and/or indemnity by the County, unless the County agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured, and experienced legal counsel acceptable to the County Counsel.

It is the intent of the parties to the Contract that the Contractor and its subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by law. In the event that any of the defense, indemnity, or hold harmless provisions are found to be ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

Contractor shall ensure, by written subcontract agreement, that each of Contractor's subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to all claims arising out, in connection with, or in any way related to each such subcontractor's work in the same manner in which Contractor is required to protect, defend, indemnify, and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from its subcontractors as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Section.

Contractor's indemnification and defense obligations set for in this Section are separate and independent from the insurance requirements and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance requirements. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations.

Contractor's obligations under this Section are binding on Contractor's and its subcontractors' successors, heirs and assigns and shall survive the completion of the work or termination of the Contractor's performance of the work.

### **5.3 INSURANCE**

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

**5.3.1 Basic Insurance Requirements**

a. Additional Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its authorized officers, employees, agents, and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

b. Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

c. Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

d. Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

e. Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage at the time the contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

f. Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

g. Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

h. Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly

reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

i. Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

**5.3.2 Insurance Specifications**

a. Workers' Compensation/Employers Liability

A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

b. Commercial/General Liability Insurance

The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than three million dollars (\$3,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury
- (f) Contractual liability.
- (g) \$2,000,000 general aggregate limit

c. Automobile Liability Insurance

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

"Continuing Products/Completed Operations Liability Insurance – The Contractor will provide continuing products/completed operations liability Insurance with a limit of not less than five million (\$5,000,000) for each occurrence for at least three years following substantial completion of the work on projects over one million (\$1,000,000)."

d. Course of Construction/Installation (Builder's Risk) Property Insurance

Course of Construction/Installation (Builder's Risk) Property Insurance providing all risk, including theft coverage for all property and materials to be used on the project. The insurance policy shall not have any coinsurance penalty.

e. Umbrella Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

f. Subcontractor Insurance Requirements

The Contractor agrees to require all parties or subcontractors, including architects or others it hires or contracts with related to the performance of this contract to provide insurance covering the contracted operations with the basic requirements for all contracts in Sections 5.3.1 and the insurance specifications for all contracts in 5.3.2, (including waiver of subrogation rights) and naming the County as an additional insured. The Contractor agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required here.

## ARTICLE VI

### CONTRACTOR'S DUTIES AND RESPONSIBILITIES

#### 6.1 GENERAL SCOPE OF WORK

**6.1.1** Contractor shall provide all materials, labor, equipment, and undertake all efforts necessary or appropriate to construct the Project in accordance with the requirements of the Contract Documents, all governmental approvals, all Applicable Law, and all other applicable safety, environmental and other requirements taking into account the constraints affecting the Project Site. Except as otherwise specifically provided in this Contract, all materials, services and efforts necessary to achieve Final Completion of the Project and elements thereof on or before the deadlines provided in the Contract Documents shall be Contractor's sole responsibility. The costs of all such materials, services and efforts are included in the Contract Sum.

**6.1.2** The Contractor and all Subcontractors shall obtain any required licenses from the local jurisdiction where the Project is located (i.e. local City or County), prior to commencement of Work.

#### 6.2 BEFORE STARTING WORK

Contractor shall submit the following to County for review and acceptance within fourteen (14) calendar days after the Date of Commencement fixed in County's Notice to Proceed, and as a condition to payment: (i) detailed Project Schedule including each deadline specified in the Contract Documents; (ii) Schedule of Submittals; (iii) material Procurement Schedule; and (iv) a Schedule of Values in accordance with the requirements of the General Conditions and other Contract Documents.

### **6.3 INITIAL CONFERENCE**

Within twenty (20) calendar days after the Date of Commencement fixed in County's Notice to Proceed, a conference attended by County and Contractor and others as appropriate will be held to establish a working understanding among the Parties as to the Work and to discuss the schedules, progress meetings, procedures for handling submittals, processing Applications for Payment, maintaining required records, coordination with Contractor Team Members, and other Project administration matters.

### **6.4 EVALUATION OF PRELIMINARY SUBMITTALS**

At least ten (10) calendar days before submission of the first Application for Payment, a conference attended by Contractor, County and others as appropriate, will be held to review for acceptability the submittals required by the Contract Documents. No progress payment shall be made to Contractor until the required submittals are acceptable to County. The detailed Project Schedule will be acceptable to County as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Time, but such acceptance will neither impose on County responsibility for the sequencing, scheduling or progress of the Work nor interfere with nor relieve Contractor from Contractor's full responsibility therefore. The format and structure of the Project Schedule will be set forth in the Contract Documents and approved by County. County's acceptance shall not be deemed to confirm that the schedule is a reasonable plan for performing the Work. Contractor's schedule of submittal will be acceptable to County as providing a workable arrangement for reviewing and processing the required submittals.

### **6.5 CONSTRUCTION**

Contractor shall perform Construction in accordance with the requirements of the Contract Documents.

**6.5.1** Construction shall be performed by Contractor and Subcontractors and suppliers who are selected, paid and acting in accordance with the procedures outlined in the Contract Documents.

**6.5.2** The Contractor shall keep the County informed of the progress and quality of the Work in the form of periodic written reports and meetings, as determined by the County, but no less than monthly.

**6.5.3** As a condition of final payment to Contractor, Contractor shall provide written certification that the Work has been constructed in accordance with the Contract Documents.

## **ARTICLE VII**

### **CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

In order to induce County to enter into this Agreement, Contractor makes the following representations and warranties:

**7.1** Contractor has visited the Site and has reasonably examined the nature and extent of the Work, Site, locality, actual conditions, as-built conditions, and all federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

**7.2** Contractor has reasonably examined all reports of exploration and tests of subsurface conditions, as-built drawings, drawings or reports available for construction purposes, of physical conditions, or conditions which may be apparent at the Site and accepts the criteria set forth in these documents and the Contract Documents to the extent of the information contained in these documents upon which the Contractor is entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in these documents.

**7.3** After Contract award, Contractor will conduct or obtain any additional examinations, investigations, explorations, tests, reports and studies, including but not limited to geotechnical investigations that pertain to the surface and subsurface conditions, as-built conditions, underground facilities and all other physical conditions at or contiguous to the Site as Contractor considers necessary for the performance or furnishing of



Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

**7.4** Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, test, reports and studies with the terms and conditions of the Contract Documents.

**7.5** Contractor has given County prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered before Contract award in or among the Contract Documents and actual conditions and the written resolution thereof through Addenda issued by County is acceptable to Contractor.

**7.6** Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.

**7.7** Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.

**7.8** Contractor certifies that neither it nor its principals, or other key decision makers, or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or on the Federal Government Excluded Parties List System ([www.epls.gov](http://www.epls.gov)). Contractor agrees that signing this Contract shall constitute signature of this Certification.

**7.9** Contractor, including its principals, other key decision makers and subcontractors, certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor agrees that signing this Contract shall constitute signature of this Certification. Contractor agrees to disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**7.10** During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**7.11** Contractor agrees to comply with the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and standards issued pursuant to the Americans with Disabilities Act. Contractor will also comply with the current edition of the California Building Code (California Code of Regulations, Title 24, Part 2).

**7.12** Contractor agrees to comply and certify compliance with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq.

**7.13** Contractor acknowledges it will comply with the provisions of Public Contract Code section 4100-4108 regarding subcontractors. The Contractor hereby agrees to reimburse the County for costs incurred by the awarding authority in the substitution of subcontractors. Where a hearing is held pursuant to the provisions of Chapter 4 of the Public Contract Code (commencing with Section 4100) by the awarding authority or a duly appointed hearing officer, the County shall prepare and certify a statement of all costs incurred by the County for investigation and conduct of the hearing, including the costs of any hearing officer and shorthand reporter appointed. The statement shall then be sent to the Contractor who shall reimburse the County for such costs. If not paid separately, such reimbursement may be deducted from any money due and owing to the Contractor prior to acceptance of the Work. For the purposes of a hearing for the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100) the awarding authority shall be the Director of the Project and Facilities Management Department, or his/her designee.

**7.14** The Contractor hereby agrees to comply with the State Labor Code and certifies through signature of this Contract that, in accordance with Section 3700 of the State Labor Code, Contractor is 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 will comply with such provisions before commencing the performance of the Work of this Contract.

**7.15** The Contractor acknowledges that he will be held responsible for compliance with the provisions of Sections 1777.5 and 1776 of the State Labor Code.

**7.16** Contractor shall comply with Senate Bill 854 (signed into law on June 20, 2014) including, but not limited to, 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 or perform work on a public works project 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) Contractor shall post job site notices regarding compliance monitoring and enforcement by the Department of Industrial Relations; and (5) Contractor must submit certified payroll at least monthly to the Labor Commissioner in a format prescribed by the Labor Commissioner.

**7.17** As required by Labor Code Section 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

**7.18** This Project is funded with both state and federal funds, including but not limited to the Federal Aviation Administration. The requirements of the Davis-Bacon Act will apply to this project and those requirements will be enforced. Contractors, including all subcontractors and apprentices, must be eligible to participate. The prime contractor and all subcontractors are required to pay their laborers and mechanics employed under this contract, a wage not less than the prevailing wage for the work classification as specified in both the Federal and State wage decisions when the prime contract amount exceeds \$2,000. The higher of the two applicable wage classifications, either State prevailing wage or Davis-Bacon Federal prevailing wage, will be enforced for all work under this contract. All additional requirements associated with FAA funded construction projects, such as but not limited to the Copeland Anti-Kickback Act, also apply. Contractor is required to ensure subcontractor compliance with Davis-Bacon and Related Acts Requirements. Non-compliance with these requirements, and other requirements of this Contract may result in delayed payment or non-payment.

**7.19** Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including but not limited to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5).

**7.20** Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

## **ARTICLE VIII**

### **PROJECT ACCESS, RECORD RETENTION AND AUDITS**

**8.1** At all times during construction of the Project, Contractor shall coordinate with the County to provide employees, subcontractors, and consultants of County reasonable unrestricted access to observe, monitor and inspect the Project. The County's access to observe, monitor and inspect shall include the right to review all documents and files relating to the Project, as well as construction on the Site, including all tests and inspections relating to construction of the Project.

**8.2** Contractor expressly acknowledges it is aware of and will comply with all record retention and audit requirements contained in the Contract Documents. These requirements include, but are not limited to, the maintenance of an Official Project File that must be preserved a minimum of five (5) years, the protection of records from fire or other damage, the maintenance of all records in accordance with generally accepted accounting principles, and the agreement that the County or its designated representative shall have the right to review, to audit, and to copy any records and supporting documentation pertaining to the performance of this Agreement.

## **ARTICLE IX**

### **MISCELLANEOUS PROVISIONS**

#### **9.1 INDEPENDENT CONTRACTOR**

Contractor is, and shall be, acting at all times in the performance of this Agreement as an independent Contractor. Contractor shall secure at its expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for Contractor and its officers, agents and employees and all business licenses, if any, in connection with the services to be performed hereunder.

#### **9.2 COUNTY EMPLOYEES AND OFFICIALS**

Contractor shall employ no County official nor any regular County employee in the Work performed pursuant to this Agreement. No officer or employee of County shall have any financial interest in this Agreement in violation of applicable provisions of law.

Contractor agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer staff, Chief Executive Officer or member of such officer staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

#### **9.3 INACCURACIES OR MISREPRESENTATIONS**

If during the course of the administration of this agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

#### **9.4 IRAN CONTRACTING ACT OF 2010**

(Public Contract Code sections 2200 et seq.)

(Applicable for all Contracts of one million dollars (\$1,000,000) or more)

In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

### 9.5 NOTICES

Any notices or special instructions required to be given in writing under this Agreement shall be given either by personal delivery to Contractor's agent (as designated by Contractor) or to County's Engineer and County Counsel as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, addressed as follows:

#### COUNTY

Project and Facilities Management Department

Project Management

385 North Arrowhead Ave., 3<sup>rd</sup> Fl.

San Bernardino, CA 92415-0184

#### CONTRACTOR

As shown on page one of this  
Contract

### 9.6 CONTRACT EXECUTION

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

### ARTICLE X

The contract is delivered by \_\_\_\_\_, Contractor, to County for acceptance by its Board of Supervisors at San Bernardino, California, and is deemed to have been entered into at San Bernardino, California.

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IN WITNESS WHEREOF, the Board of Supervisors of San Bernardino County has caused this Contract to be subscribed by its duly authorized officers, in its behalf, and the said party of the second part has signed this Contract.

SAN BERNARDINO COUNTY

Chino Airport

San Bernardino County, California

REILS for Runway 3-21, 8L-26R, and 8R-26L Project and Project and Vault Upgrade Project

SF-14

Articles I - X – Contract Documents and Interpretation

Issued For Bid

Division I – Sample Forms

\_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)

►  
\_\_\_\_\_  
Curt Hagman, Chairman, Board of Supervisors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►  
\_\_\_\_\_  
Katherine Hardy, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►  
\_\_\_\_\_, Supervising Project Manager

Date \_\_\_\_\_

Reviewed/Approved by Department

►  
\_\_\_\_\_, Don Day, Director PFMD

Date \_\_\_\_\_