



SECTION E

SPECIAL CONDITIONS

**AYALA PARK
SPLASH PAD PROJECT**

FOR

**BLOOMINGTON RECREATION AND PARK DISTRICT
BLOOMINGTON, CALIFORNIA**

PROJECT NO.: 30.30.0169

SPECIAL CONDITIONS

AYALA PARK SPLASH PAD PROJECT

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**SPECIAL CONDITIONS FOR
BLOOMINGTON RECREATION AND PARK DISTRICT
AYALA PARK SPLASH PAD PROJECT**

1. THE REQUIREMENT

The work includes, but is not limited to, providing all necessary supervision, labor, equipment, materials, and tools to satisfactorily perform the work. Work to be performed in accordance with specifications and bid documents.

2. LOCATION OF CONTRACT WORK SITE

The contract work site is located in Bloomington Recreation and Park District, Ayala Park, 17909 Marygold Ave, Bloomington, San Bernardino County, State of California.

3. JOB SITE SAFETY

A. Responsibility

Jobsite safety is the sole exclusive responsibility of the Contractor. This responsibility covers his own work force, all subcontractors, visiting personnel and officials, and the public which may have access to the jobsite. The Contractor shall exercise complete control over who has access to the jobsite to ensure jobsite safety. The Owner does not assume any responsibility for job site safety expressed or implied. The Owner relies on the experience, knowledge, and innovative skills of the Contractor to deliver the most effective construction system to the Owner in a safe and responsible manner.

The Contractor acknowledges responsibility for jobsite safety and acknowledges that the Owner will not have such responsibility.

B. Construction Safety Orders

Construction of this project must comply with all safety orders of the California Occupational Safety and Health Program (CAL/OSHA) as published by the Department of Industrial Relations. The Contractor's safety officer shall maintain at the jobsite a complete copy of the California Administrative Code, Title 8 – Industrial Relations, latest edition.

When applicable, the Contractor's operation shall also comply with General Industry Safety Orders.

The jobsite safety officer shall be thoroughly familiar with the safety orders and shall so instruct, inform, or notify all personnel on the jobsite to ensure safety at all times. The safety officer shall also be responsible for all record keeping and reporting requirements, specified in Record Keeping and Reporting Requirements Under the California Occupational Safety and Health Act, available from the California Division of Labor Statistics and Research.

The Contractor shall comply with the accident prevention program which includes instructions to workers in safe working practices as well as scheduled periodic safety inspection of all work areas on the jobsite.

Contractor shall provide and perform necessary traffic control during periods of road and street impacts while engaged in his operations. Sufficient signage, message boards, detour signs and flagmen will be employed during any impacts. Contractor will use the State WATCH manual for traffic control implementation and compliance. Temporary DAILY Road closures may be allowed provided proper detours are provided and residents receive at least 72 hours prior notification. All impacted roads will be made available immediately to any emergency vehicle traffic if warranted. Road closures will be opened at the end of each day and made safe for residents to include any transition ramping, steel plating for open trenches, etc. Contractor at all times (within reason) will work with the residents regarding property ingress and egress.

4. MISCELLANEOUS SPECIAL CONDITIONS

A. Pre-Construction Conference

The Contractor, together with its major subcontractors, will be required to attend a pre-construction conference prior to beginning construction. The Owner will set up this conference shortly after execution of the contract.

B. Contractor's Field Superintendent

The Contractor shall be required to have a field superintendent, from his organization, on the jobsite during construction activities, to receive directions or instruction from the Owner or Engineer. Contractor shall provide the Owner with a 24-hour emergency phone number for field superintendent prior to beginning of construction.

C. Final Inspection

The Contractor shall schedule a final inspection with the appropriate District staff to ensure that all work as identified in these documents are completed to the satisfaction to the District.

5. SANITARY FACILITIES

Contractor shall supply appropriate and in sufficient number, temporary sanitary facilities for his workmen to use during the course of the project, Contractor shall be responsible for the regular maintenance, cleaning and pumping of such facility(ies).

6. PERMITS, CERTIFICATES, LAWS, AND ORDINANCES

Contractor shall, at his own expense, procure all permits, certificates and licenses required of him by law for the execution of the work. Contractor shall comply with all Federal, State, and local laws, ordinances or rules and regulations relating to the performance of said work. The following agencies have jurisdiction with the project: _

A. San Bernardino County Department of Public Works. In the event of any conflict between the Contract Documents and the San Bernardino County Department of Public Works encroachment permit requirements, the most stringent requirement shall prevail. All permit requirements shall be satisfied by Contractor and accepted by the District and Owner before the project is accepted and a Notice of Completion is recorded.

B. State of California Department of Industrial Safety Excavation Permit

Contractor shall obtain an excavation permit from the State of California Department of Industrial Safety and shall comply with the requirements of same. Prior to construction, Contractor shall submit a copy of the excavation permit to Owner.

C. General

Contractor shall, at his own expense, procure any additional permits, certificates, and/or licenses required of him by law for the execution of the work, including all permits required for storm water pollution control. He shall comply with all federal, state, and local laws, ordinance, and/or rules and regulations relating to the performance of said work.

All the permit requirements shall be satisfied by Contractor and accepted by all issuing agencies and Owner before a notice of completion will be recorded for the project. In the event of conflict between said permit requirements and the other contract documents, the most stringent requirements shall prevail.

7. CONSTRUCTION WATER

Water for the work, dust control, testing, cleaning, curing, and compaction or as required will be furnished by the Contractor, and will adhere to all regulations of appropriate Water and Fire agencies for the usage, disposal and connection to fire hydrants or standpipes. Contractor shall control water run-off and comply with NPDES discharge requirements.

8. TRASH AND DEBRIS REMOVAL

Contractor shall be responsible in removing and hauling off all trash and/or debris created by him during the construction process. Debris materials (trash, washed out or over spilled concrete, material spoils, etc.) shall be hauled off and disposed of in a manner acceptable and to approved facilities that will dispose of those materials.

9. PLAN SET

Contractor will not contact the design engineer directly unless instructed to by the Project or District Manager. All RFI's and clarifications will be submitted to the District's Project Manager who will route through the engineer as required.

Contractor will maintain a field "as-built" set and will turn a legible copy of the "as- built" over to the Project Manager at the conclusion of the project. As-builts will document any deviations to include accurate dimensions and locations of any work not accomplished per mapping. Any deviations must first receive Project Manager review and District approval as stated in the General Conditions.

10. NOTIFICATIONS

Contractor shall provide written notification to Project Manager of the work of impending work at least seven (7) days prior to beginning construction. Said notices shall first be approved by Project Manager and shall contain a general description of the work, dates work will be performed, descriptions of areas where travel and parking will be restricted, and access roads which will be closed to through traffic or where traffic will be restricted. Contractor shall maintain, as a minimum, one (1) access location to each treatment facility at all times.

11. CONSTRUCTION STAKING

Contractor will have licensed professional surveyor in the State of California to provide construction staking for the project. Contractor to pay for this work.

Contractor shall use the construction stakes for construction of the work. Owner will use them for inspection of the work. Contractor shall protect all survey monuments and stakes and shall pay all costs to reestablish any monuments or stakes destroyed or disturbed during the course of construction.

12. COMPLIANCE WITH CONTRACT DOCUMENTS

Contractor shall comply with the Contract Documents, including timely completion of work each day, backfilling and securing trenches each day, placement of concrete, work site cleanup, control of traffic, placement of signs, placement of barricades, and use of flashing lights. If Contractor does not comply with the Contract Documents, then Owner shall provide the required labor, materials, and equipment to perform same and shall deduct the cost from monies otherwise due Contractor under the contract.

13. SURVEY MONUMENTS AND BENCHMARKS

The Contractor shall not disturb existing survey monuments or benchmarks. Upon Contractor's request, owner shall locate, mark, reference and prepare a Corner Record prior to construction, for all monuments that might be disturbed pursuant to Business and Professions Code, Sections 8700 to 8805 of the Land Surveyor's Act, specifically Section 8771(b). Contractor shall notify Owner at least 72 hours prior to working near any monuments or benchmarks. Should these monuments be destroyed or disturbed, Contractor shall have a Licensed Land Surveyor registered in the State of California reset the monuments and file a Corner Record or a Record of Survey with the County Surveyor prior to Owner recording a Certificate of Completion for the project.

14. EMERGENCY VEHICLE AND RESPONSE ACCESS

Access for emergency vehicle response shall be provided as required throughout the project. All conditions imposed by emergency agencies (police, fire, or ambulance) due to access limitations shall be the responsibility of the Contractor, including costs of same.

15. GEOTECHNICAL INVESTIGATION

The geotechnical investigation and water percolation test report for the Ayala Park

Splash Pad Project, dated May 24, 2024, is included in these Contract Documents in Section H.

The geotechnical data contained in the geotechnical investigation and water percolation test report is intended only to assist the Contractor in generally understanding the geologic conditions of the site; it is in no way to be construed as a warranty of the geologic conditions existing at the site.

The report is neither exhaustive nor conclusive; it is intended to be advisory only and is incorporated as a convenience to the Contractor. All soil boring data and sieve analysis results, field and laboratory test data, and compaction test data applies only to the borings and test pits as shown by the report. The Owner does not guarantee the accuracy or completeness of the information contained in the report.

Contractor shall interpret the aforementioned data and results contained in the geotechnical investigation and water percolation test report and, if Contractor deems necessary, conduct additional subsurface exploration at Contractor's expense to verify the aforementioned data or to obtain similar data throughout the worksite.

If Contractor uses the information contained in the report in preparing his bid, Contractor shall assume all risks resulting from conditions differing from those described therein. The information contained in the report shall not relieve the Contractor of his responsibility to perform the work for the amounts bid.

16. DATA TO BE SUBMITTED BY CONTRACTOR

Contractor shall furnish Owner the following data and said data shall be approved by Owner prior to ordering materials. Data (two copies) shall be submitted to Owner for approval. Contractor shall then submit three copies of all approved data to Owner for use during construction.

- A. All data required by the Contract Documents including but not limited to trench protection, construction schedule, encroachment and excavation permits, and emergency telephone numbers.
- B. Site specific Injury and Illness Prevention Plan, Safety Plan and Confined Space Program.
- C. All data and submittals on imported backfill materials, Portland Cement Concrete, Storm Drain Materials, Retaining Wall Materials and crushed miscellaneous base.
- D. A detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during excavation of any trenches five feet or more in depth. Said plan shall be signed and stamped by a registered civil or structural engineer licensed in the State of California. Contractor will not be allowed to excavate until the executed and approved shoring plan has been submitted.

17. EXPLORATORY EXCAVATION (POTHOLING)

Existing utility locations shown on the Construction Drawings are based on available records and are considered approximate. Water service locations, where shown, are

based on approximate locations of existing meter boxes. Gas services, where shown, are based on approximate location of visible "gas" markings. Where underground main conductors or conduits such as water, gas, sewer, telephone, electric power, cable television, or other utilities are shown on construction drawings, Contractor shall assume that a service lateral from each utility facility extends to every parcel or property, whether or not a service lateral is shown.

All facilities shown specifically on the construction drawings, or which have been marked by their respective owners and impact the construction to include storm drain installation shall be potholed. All potholing shall be completed, and the results furnished to the Owner at least ten days prior to ordering any materials. Changes or delays caused by Contractor's failure to perform "potholing" and resultant interference with location of work shall not be eligible for extra work compensation or time extension.

Upon learning of the existence or location of any utility facility omitted from or shown incorrectly on construction drawings, or improperly marked or otherwise indicated, Contractor shall immediately notify the Owner, providing full details as to depth, location, size and function and impacts to proposed construction.

Contractor shall not interrupt or disturb any utility facility without authority from the utility company or order from Owner. Where protection is required to ensure integrity of utility facilities located as shown on the construction drawings or visible to Contractor or marked or otherwise indicated as stated herein, Contractor shall, unless otherwise provided, furnish and place all necessary protection at no additional cost to Owner.

Owner has no information about compaction of trench backfill for said existing utilities and improvements. If said trench backfill fails during construction of proposed road and storm drain facilities, Contractor shall remove and replace said backfill, repair existing facilities (if damaged), compact as specified herein, and remove and replace any asphalt concrete pavement and Portland cement concrete as required, all at no additional cost to the Owner.

18. EXCAVATION, BEDDING, AND BACKFILL

Contractor is advised that rock or unacceptable backfill material may be encountered during Contractor's operations and course of work. Where such materials may be encountered, Contractor shall excavate said material by any method Contractor deems necessary and as approved by the Owner and furnish and install suitable bedding and backfill material all in accordance with the Contract Documents.

Backfill materials shall be either approved commercial import material or select native material (screened or washed). All rock or unacceptable trench backfill material shall be hauled to and discarded at a legal disposal site at Contractor's expense. Contractor shall not dispose of such material on vacant private or public property with or without permission.

19. EXCESS EXCAVATED MATERIALS

Excess soils from excavation shall be spoiled entirely at Contractor's expense off the project site at an approved legal disposal area. In no instances shall excess spoil

become a public nuisance or threat to public safety.

20. GENERAL ENVIRONMENTAL MEASURES

The Contractor shall comply with the following mitigation measures to reduce impacts from construction equipment:

- A. Construction equipment shall be maintained in proper tune.
- B. Gasoline, CNG or electrical powered equipment instead of diesel powered equipment shall be used whenever possible;
- C. Use of heavy equipment shall be suspended during first stage smog alerts.
- D. All construction equipment shall be prohibited from excessive idling; and
- E. The use of "clean diesel" equipment if modified engines (catalyst equipped, or newer Moyer Program retrofit) are available at reasonable cost shall be encouraged.

To reduce fugitive dust emissions during construction, the use of best available control measures (BACMs) consistent with Rule 403 for control of fugitive dust (South Coast Air Quality Management District 2005) shall be implemented during excavation and grading. These measures include the following:

- A. Prior to moving any soil, apply water to the surface of the soil not more than 15 minutes prior to moving soil.
- B. For any stockpiled soils, either cover soils or apply water twice per hour.
- C. Water all active construction areas at least three times daily when active earthwork is occurring or as needed to minimize dust emissions. If evidence of dust is observed, increase to a minimum of four times per day.
- D. Cover all haul trucks or maintain at least two feet of freeboard in trucks used to transport soil to the site.
- E. Pave or apply water twice per hour to all unpaved parking or staging areas during active operations.
- F. Reduce speed on unpaved roads to less than 15 miles per hour.
- G. Sweep or wash any site access points within 30 minutes of any visible dirt deposition on any public roadway.
- H. Cover or water twice daily any on-site stockpiles of debris, dirt, or other dusty materials.
- I. Suspend all operations on any unpaved surface if winds exceed 25 miles per hour.
- J. Limit daily disturbance areas to 5 acres or less.
- K. Move no more than 5,000 cubic yards of soil daily.
- L. Encourage carpooling for construction workers.
- M. Park construction vehicles off traveled roadways.
- N. Wet down or cover dirt hauled off-site.
- O. Wash or sweep access points daily.

- P. Encourage receipt of materials during non-peak traffic hours; and
- Q. Sandbag the construction site for erosion control.

21. COMPLIANCE WITH AMERICAN RESCUE PLAN ACT (ARPA) CORONAVIRUS LOCAL FISCAL RECOVERY FUND (CLFRF) REQUIREMENTS

This Contract may be funded in whole or in part with funds provided by the American Rescue Plan Act - Coronavirus Local Fiscal Recovery Fund (ARPA), Federal Award Identification Number (FAIN): SLT0628 and Assistance Listing Number (formerly known as a CFDA number): 21.027, and therefore Contractor agrees to comply with any and all ARPA requirements in addition to any and all applicable County, State, and Federal laws, regulations, policies, and procedures pertaining to the funding of this Contract. The use of the funds must also adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds expended by Contractor or its subcontractor(s) in any manner that does not adhere to the ARPA requirements shall be returned or repaid to the County. Any funds paid to Contractor i) in excess of the amount to which Contractor is finally determined to be authorized to retain; ii) that are determined to have been misused; or iii) that are determined to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid, shall constitute a debt to the federal government. Contractor agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to the Act, and guidance issued by Treasury regarding the foregoing. Contractor shall provide for such compliance in any agreements with subcontractor(s).

Contractor agrees to comply with the following:

A. In accordance with Title 2 Code of Federal Regulations (C.F.R.) Section 200.322, the non-Federal Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

B. In accordance with Title 2 C.F.R. Section 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances: Obligor or expending covered telecommunications and video surveillance services or equipment or services (as described in Title 2 C.F.R. Section 200.216) to: 1) Procure or obtain, extend or renew a contract to procure or obtain; 2) Enter into a contract (or extend or renew a contract) to procure; or 3) Obtain the

equipment, services, or systems, as described in Title 2 C.F.R. Section 200.216 that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and: (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (ii) Telecommunications or video surveillance services provided by such entities or using such equipment; and (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

C. A Non-Federal Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at Title 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

D. Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above 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 Title 31 U.S.C. Section 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

E. Clean Air Act (42 U.S.C. Sections 7401-7671q.) and the Federal Water Pollution

Control Act (33 U.S.C. Sections 1251-1389), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. Sections 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. Sections 1251-1389).

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under Title 37 C.F.R. Section 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Title 33 U.S.C. Sections 1251-1387 recipient or subrecipient must comply with the requirements of Title 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

G. Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 3701-3708). Where applicable, all contracts awarded by the non-Federal Contractor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with Title 40 U.S.C. Sections 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under Title 40 U.S.C. Section 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of Title 40 U.S.C. Section 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

H. Davis-Bacon Act, as amended (40 U.S.C. Sections 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. Sections 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal contractor must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal Contractor must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (18

U.S.C. Section 874 and 40 U.S.C. Section 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal contractor must report all suspected or reported violations to the Federal awarding agency.

i. The Contractor and all Subcontractors and Sub-subcontractors are required to pay their employees and workers a wage not less than the minimum wage for the work classification as specified in both the Federal and California wage decisions. See Exhibit "B" for additional information regarding California Prevailing Wage Rate Requirements and the applicable general prevailing wage determinations which are on file with the County and are available to any interested party on request. The higher of the two applicable wage determinations, either California prevailing wage or Davis-Bacon Federal prevailing wage, will be enforced for all applicable work/services under this Contract.

l. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by Title 41 U.S.C. Section 1908, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

J. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal Contractor including the manner by which it will be affected and the basis for settlement.

K. Equal Employment Opportunity. Except as otherwise provided under Title 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in Title 41 C.F.R. Section 60-1.3 must include the equal opportunity clause provided under Title 41 C.F.R. Section 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The identified clause is below, and Contractor shall comply with the clause and all legal requirements and include the equal opportunity clause in each of its nonexempt subcontracts.

i. The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at Title 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

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

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

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

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

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may

be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the

case to the Department of Justice for appropriate legal proceedings.

L. Data Collection Requirements – Contractor agrees to collect pre-post data per County, and United States Treasury guidelines and timeline, for project tracking and monitoring and various reporting purposes. Data including, but not limited to: Required Project Demographic Distribution Data; Required Performance Indicators and Programmatic Data; Required Expenditure Report Data; and Required Program Evaluation Data. The contractor agrees to track and monitor data in a quantifiable and reportable database - retrievable collective data that needs to be available to County, State or Federal governments upon request.

M. Data Submission Requirements - Contractor agrees to furnish data to the County upon request, per County, and United States Treasury guidelines and timeline, for project tracking and monitoring and various reporting purposes. Data including, but not limited to: Required Project Demographic Distribution Data; Required Performance Indicators and Programmatic Data; Required Expenditure Report Data; Required Program Evaluation Data. Contractor agrees to track and monitor data in a quantifiable and reportable database - retrievable collective data that needs to be available at request.

N. Project Progress Reporting - Contractor agrees to provide project timeline and progress updates to the County upon request, per County, and United States Treasury guidelines and timeline. Contractor agrees to routine and impromptu program and project evaluation by the County.

O. Contractor shall comply with Title 2 Code of Federal Regulations Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including, but not limited to, Title 2 C.F.R. Section 200.303 (internal control), Title 2 C.F.R. Sections 200.331 through 200.333 (subrecipient monitoring and management), and Title 2 C.F.R. Part 200 Subpart F (audit requirements), as these sections currently exist or may be amended. The use of funds must also adhere to official federal guidance issued or to be issued on what constitutes an eligible expenditure. Any funds expended by Contractor or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the County. Contractor agrees to comply with all official guidance regarding the ARPA CLFRF. Contractor also agrees that as additional federal guidance becomes available, an amendment to this Contract may become necessary. If an amendment is required, Contractor agrees to promptly execute the Contract amendment.

P. Contractor shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with Title 2 C.F.R. Section 200.334 (retention requirements for records). Such documentation shall be produced to the County upon request and may be subject to audit. Unless otherwise provided by Federal or State law (whichever is the most restrictive), Contractor shall maintain all documentation connected with its performance under this Contract for a minimum of five (5) years from the date of the last payment made by County or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of the County, the State or the United States Government during normal business hours at Contractor.

Copies will be made and furnished by Contractor upon written request by County.

Q. Contractor shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Contractor's requests for reimbursement which segregate and accumulate costs of Contractor and produce monthly reports which clearly identify reimbursable costs, matching fund costs (if applicable), and other allowable expenditures by Contractor. Contractor shall provide a monthly report of expenditures under this Contract no later than the 20th day of the following month.

R. Contractor shall cooperate in having an audit completed by County, at County's option and expense. Any audit required by ARPA CLFRF and its regulation and United States Treasury guidance will be completed by Contractor at Contractor's expense.

S. Contractor shall repay to County any reimbursement for ARPA CLFRF funding that is determined by subsequent audit to be unallowable under the ARPA CLFRF within the time period required by the ARPA CLFRF, but no later than one hundred twenty (120) days of Contractor receiving notice of audit findings, which time shall include an opportunity for Contractor to respond to and/or resolve the findings. Should the findings not be otherwise resolved, and Contractor fail to reimburse moneys due County within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both parties or required by the ARPA CLFRF, County reserves the right to withhold future payments due Contractor from any source under County's control.

T. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Title 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply.

U. Universal Identifier and System for Award Management (SAM), Title 2 C.F.R. Part 25.

V. Reporting Subaward and Executive Compensation Information, Title 2 C.F.R. Part 170.

W. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (no procurement), Title 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to Title 2 C.F.R. Part 180 and Treasury's implementing regulation at Title 31 C.F.R. Part 19. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 C.F.R. Section 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at Title 2 C.F.R. Part 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory

or regulatory authority other than Executive Order 12549.

X. Recipient Integrity and Performance Matters, pursuant to which the award terms set forth in Title 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

Y. Government Requirements for Drug-Free Workplace, Title 31 C.F.R. Part 20.

Z. New Restrictions on Lobbying, Title 31 C.F.R. Part 21.

AA. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. Sections 4601-4655) and implementing regulations.

BB. Applicable Federal environmental laws and regulations.

CC. Statutes and regulations prohibiting discrimination include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 2000d et seq.) and Treasury's implementing regulations at Title 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Sections 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sections 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

DD. Contractor understands that making false statements or claims in connection with the ARPA funded activities is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

EE. Any publications produced with ARPA funds must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLT-0628 awarded to San Bernardino County by the U.S. Department of Treasury."

FF. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is being encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

GG. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is being encouraged to adopt and enforce policies that ban text messaging while driving and establishing workplace safety policies to decrease accidents caused by distracted drivers.

HH. As a recipient of federal financial assistance, the Civil Rights Restoration Act of 1987 applies, and Contractor assures that it:

i. Ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. Sections 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at Title 31 C.F.R. Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda and/or guidance documents.

ii. Acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities, because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Contractor shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication.

iii. Agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities.

iv. Agrees to maintain a complaint log of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome.

II. The Contractor must include the following language in every contract or agreement subject to Title VI and its regulations:

"The sub-grantee, contractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial

assistance from excluding a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or nation origin (42 U.S.C. Section 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, Title 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. Section 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, Title 31 C.F.R. Sections Part 22, and herein incorporated by reference and made a part of this contract or agreement."

JJ. Contractor shall cooperate in any enforcement or compliance review activities by the County and/or the Department of the Treasury. Contractor shall comply with information requests, on-site compliance reviews, and reporting requirements.

KK. Contractor shall maintain records and financial documents sufficient to evidence compliance with section 603(c), regulations adopted by Treasury implementing those sections, and guidance issued by Treasury regarding the foregoing.

LL. County has the right of access to records (electronic or otherwise) of Contractor in order to conduct audits or other investigations.

MM. Contractor shall maintain records for a period of five (5) years after the completion of the contract or a period of five (5) years after the last reporting date the County is obligated with the Department of the U.S. Treasury, whichever is later.

NN. Contractor must disclose in writing any potential conflict of interest in accordance with Title 2 C.F.R. Section 200.112.

OO. In accordance with Title 41 U.S.C. Section 4712, subrecipient or Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following: (i) A member of Congress or a representative of a committee of Congress; (ii) An Inspector General; (iii) The Government Accountability Office; (iv) A Treasury employee responsible for contract or grant oversight or management; (v) An authorized official of the Department of Justice or other law enforcement agency; (vi) A court or grand jury; or (vii) A management official or other employee of Recipient, subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. Subrecipient or Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

PP. County and Contractor acknowledge that if additional federal guidance is issued,

an amendment to this Contract may be necessary. In the event any of the terms in this Exhibit conflict with any other terms in the Contract, the terms in this Exhibit shall control.

END OF SPECIAL CONDITION

NOT FOR BID