



SECTION E

SPECIAL CONDITIONS

GLEN HELEN LIGHTING PROJECT

FOR

SAN BERNARDINO, CALIFORNIA

PROJECT NO.: 30.30.0146

SPECIAL CONDITIONS

GLEN HELEN LIGHTING PROJECT

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**SPECIAL CONDITIONS
GLEN HELEN LIGHTING PROJECT**

1. THE REQUIREMENT

The general description below is given to indicate the approximate scope of this project only. It does not limit the work required under the project specifications.

The work includes, but is not limited to, providing all necessary labor, equipment, materials and tools to satisfactorily perform the work that includes demolition and proper disposal of the existing wood poles and the furnishing and installation of solar lighting systems with poles and concrete bases.

Contractor shall comply with all applicable laws, regulations, instructions, and commercial practices in accordance with these Specifications.

2. LOCATION OF CONTRACT WORK SITE

The contract work site is located at 2555 Glen Helen Pkwy, San Bernardino, California.

3. TIME COMPLETION AND LIQUIDATED DAMAGES

All work (including testing, submittal of all as-built record drawings, and final cleanup) shall be completed within **180 calendar days** after the "Notice to Proceed" is issued by the Department of Public Works - Special Districts (Department). In case all the work called for under the Contract is not finished or completed within the number of calendar days as set forth in the bid proposal, the Contractor shall forfeit to the County a specified sum of money, to be deducted from any payments due to the Contractor. The sum of money shall be **\$2,500** per calendar day in excess of the Contract calendar days.

4. WORKING SPACE

The Contractor shall limit his work activities, including the temporary storage of materials and excavated dirt inside any Owner's rights-of-way and temporary construction easements. The Contractor shall coordinate with Property Owners and the County in scheduling of work tasks to avoid possible interference during construction activity. Emergency access shall always be made available to residents, emergency personnel and/ or their equipment. Contractor shall acquire with separate written permission by any land owner to temporarily store materials and/or equipment on their property. This shall be done without any cost or compensation by the County.

5. PRECONSTRUCTION MEETING

Following award of contract but prior to commencement of work, the Contractor shall meet with County staff and shall furnish the following items:

- A schedule of completing the principal items of work.
- A list of names, titles, addresses, and telephone numbers of the Contractor's responsible

personnel indicating those who may be reached outside of the normal working hours for emergency purposes.

6. 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 general 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.

7. 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 Department staff to ensure that all work as identified in these documents are completed to the satisfaction to the Department.

8. CONSTRUCTION UTILITIES

- (a) **POTABLE WATER:** All drinking water on the site during construction shall be furnished by the Contractor and shall be bottled water or water furnished in approved dispensers.
- (b) **CONSTRUCTION WATER:** Water for the work, dust control, testing, cleaning, curing, and compaction or as required will be furnished by the County, however, Contractor 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.
- (c) **SANITARY FACILITIES:** The Contractor shall provide adequate temporary toilet and washing facilities for his workmen. The Contractor shall maintain such facilities in a sanitary condition throughout the construction period. After construction is complete, the temporary facilities shall be removed and the premises disinfected, as required.
- (d) **TRASH AND DEBRIS REMOVAL:** Contractor shall be responsible in removing and hauling off any and 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. ENVIRONMENTAL MITIGATION MEASURES

A-1: The Contractor shall comply with the following mitigation measures to reduce impacts from construction equipment:

- a) Due to the Project proximity to San Bernardino kangaroo rat critical habitat, a light sensitive nocturnal species, all fixtures that would cause light to spill into adjacent habitats shall be appropriately shielded and oriented to ensure that artificial light will be contained within all park boundaries and parking lots.
- b) If work occurs during the nesting bird season (March 15 - September 1), a pre-construction nesting bird survey must be conducted no more than three days prior to the start of work.
- c) If active nests are detected, appropriate avoidance buffers will be established and work activities within the vicinity of the nest will be monitored.
- d) Construction equipment shall be maintained in proper tune.
- e) Gasoline or electricity powered equipment instead of diesel-powered equipment shall be used whenever possible.
- f) Use of heavy equipment shall be suspended during first stage smog alerts.
- g) All construction equipment shall be prohibited from excessive idling; and
- h) The use of "clean diesel" equipment if modified engines (catalyst equipped, or newer Moyer Program retrofit) are available at reasonable cost shall be encouraged.

A-2: 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 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 sandbag the construction site for erosion control.

A-3: San Bernardino County Environmental Management Division Cultural Resources Specialists (CRS) conducted historical records search of the proposed project areas to assess potential impacts to the historical and cultural environment and determined that the project is unlikely to have significant impacts. However, to ensure there are no impacts to the historical/cultural environment, the Contractor shall comply with the following avoidance and minimization conditions:

- a) Should prehistoric or historic archaeological resources be encountered during construction, the evaluation of any such resource should proceed in accordance with all appropriate federal state, and local guidelines. Specifically, all work must be halted in the immediate vicinity of the cultural resource found until a qualified archaeologist can assess the significance of the resource.
- b) If human remains are encountered during construction, then the San Bernardino County Coroner's Office **MUST** be contacted in accordance with state law within 24 hours of the find, and all work should be halted until a clearance is given by that office and any other agency involved. The Coroner's Office may be contacted at the Coroner's Division, County of San Bernardino, 175 S. Lena Road, San Bernardino, CA. Tel: (909) 387-2978.
- c) A Workers Environmental Awareness Program (WEAP) training shall be conducted by the County's Cultural Resources Specialist prior to excavation.
- d) The County's Cultural Resources Specialist shall perform periodic monitoring during excavations to ensure there are no impacts to the cultural environment.

A-4: General Conditions:

1. When no event is scheduled, lighting will be reduced to 50% percent to eliminate significant aesthetic impacts.
2. All work, including equipment staging, will remain on previously disturbed or paved areas. No new work outside disturbed areas, existing rights-of-way, or temporary easements (i.e., existing shoulder-to-shoulder and/or curb-to-curb) will be performed without further environmental evaluations.
3. Material staging area shall be clearly delineated to keep equipment and trucks within existing paved areas. Further, project related vehicle access, maintenance activities, and equipment storage shall be restricted to established roads, designated

access roads, maintenance right-of-way or temporary easements, and designated storage, staging, and parking areas. Off-road traffic outside of these designated areas shall be prohibited.

4. Standard best management practices shall be implemented during all maintenance activities, especially those pertaining to dust control, erosion control, and stormwater pollution prevention. If equipment is parked overnight then a drip pan, or some other form of protection, shall be placed under the vehicle to contain any drips, leaks, and or spills. All food and maintenance trash shall be removed from the site daily. Please contact EMD, at (909) 387-7897, with any questions.

All work for compliance with environmental mitigation measures shall be conducted by the Contractor and shall be included in the prices paid for various contract items of work and no additional compensation will be allowed therefor.

10. PERMITS AND LICENSE

As the work is in the jurisdiction of the County, encroachment and construction permits are waived. At his own expense, the Contractor shall apply and obtain all other permits and licenses required for the execution of work under this Contract such as moving permits required by CALTRANS, County Transportation Department, compliance with the jurisdictional permits, etc.

11. PROTECTION OF EXISTING UTILITIES

The Contractor shall exercise his best effort and care to protect existing utilities (water lines, gas mains, power poles, etc.) against damage from his operations. All damages shall be repaired by the Contractor at his own expense. Contractor shall contact Underground Service Alert at least 48 hours prior to commencement of any work at 811 or 1-800-422-4133.

12. ACCIDENT PREVENTION

It shall be required that precautions shall be exercised at all times for the protection of any and all persons (including employees) and property and that the safety provisions of applicable laws, building, construction and traffic codes shall be observed and that all machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Associated General Contractor of America, to the extent that such provisions are not in contravention of applicable laws.

13. MATERIALS

Contractor shall use only new materials contemplated for the execution of the work. Materials shall be delivered in a timely manner and in good working condition. Material cut sheets shall be supplied and presented to Engineer for approval prior to commencement of the work.

14. CONSTRUCTION STAKING

The contractor shall provide construction staking. The Contractor shall preserve all existing lot, property or survey stakes, markers, or monuments as they exist in the field. The Contractor shall be responsible for the disturbance, removal, or covering of existing lot stakes and shall at his own expense pay for all costs incurred for the proper replacement of said lot stakes or monuments. Only Licensed Land Surveyor or Registered Civil Engineer of the State of California shall be employed to restore or replace the disturbed property monuments. Tying-out the disturbed monuments by the contractor will not be acceptable as a permanent solution. Work shall be included in the prices paid **for various contract items** of work and no additional compensation will be allowed therefor.

15. EXPLORATORY EXCAVATION (POTHOLING)

Contractor shall be responsible for coordinating and arranging all utility mark outs and potholing at the designated pole locations prior to pole foundation excavations. Should utility conflict arise within the proposed pole installation location, the Contractor shall immediately inform the County/Owner representative and provide alternative proposed pole location and/or utility relocation plan for County/Owner review and approval prior to installation. This work shall be considered paid through the various work items and no additional compensation shall be allowed therefor.

All potholing shall be completed, and the results furnished to the County/Owner at least ten days prior to pole foundation excavation. Changes or delays caused by Contractor's failure to perform "potholing" and resultant interference with construction progress shall not be eligible for extra work compensation or time extension.

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 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. Work shall be included in the prices paid **for various contract items** of work and no additional compensation will be allowed therefor.

16. 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. Work shall be included in the prices paid **for various contract items** of work and no additional compensation will be allowed therefor.

17. 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. Work shall be included in the prices paid **for various contract items** of work and no additional compensation will be allowed therefor.

18. 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.

19. GEOTECHNICAL INVESTIGATION

A Geotechnical Investigation Report (Project No. 12108.009) dated August 11, 2023, was prepared by Leighton Consulting Incorporation for the work. A copy of the Geotechnical Report is included in Section H.

The geotechnical data contained in the Geotechnical Engineering 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 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.

20. COMPLIANCE WITH AMERICAN RESCUE PLAN ACT (ARPA) CORONAVIRUS LOCAL FISCAL RECOVERY FUND (CLFRF) FEDERAL GUIDELINES USE OF ARPA CLFRF AND 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.

a. 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.

I. 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 effected 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. 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 agree 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 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 (nonprocurement), 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.

j. 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.

k. 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.

l. 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.

m. 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.

j. 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 provide language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication.

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

l. 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.

NOT FOR BIDDING