COUNTY OF SONOMA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC WORKS

(http://www.sonoma-county.org/tpw)

BID BOOK

FOR CONSTRUCTION OF

OBAG 2 RIVER ROAD PAVEMENT REHABILITATION (C14051)

COUNTY PROJECT NO. C14051
FEDERAL PROJECT AID NO. STPL 5920(167)

FOR USE IN CONNECTION WITH CALTRANS STANDARD SPECIFICATIONS DATED 2018, STANDARD PLANS DATED 2018, CURRENT GENERAL PREVAILING WAGE RATES AND LABOR SURCHARGE AND EQUIPMENT RENTAL RATES.

BID OPENING DATE: 2:00 P.M., May 12, 2020

ADDENDUM NO. 0 1 (2) 3 4 5

BIDDER'S BOOK

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PROPOSAL

TO THE BOARD OF SUPERVISORS
OF SONOMA COUNTY, SANTA ROSA, CALIFORNIA
(Do Not Detach)

(www.sonoma-county.org/tpw)

FOR CONSTRUCTION OF

OBAG 2 -RIVER ROAD PAVEMENT REHABILITATION
FEDERAL AID PROJECT STPL 5920 (167)
COUNTY PROJECT NO. C14051

NAME OF BIDDER: Team Ghilotti, Inc.

BUSINESS ADDRESS: Team Ghilotti, Inc. 2531 Petaluma Blvd. South Petaluma, CA 94952

CITY, STATE, ZIP: Team Ghilotti, Inc. 2531 Petaluma Blvd. South Petaluma, CA 94952

TELEPHONE NO: (707) 763-8700

FAX NO: (707) 763-8711

EMAIL gabed@teamghilotti.com

CONTRACTOR LICENSE NO: 895384

LOCATION

The work to be done and referred to herein is in Sonoma County, State of California, and is the OBAG 2-RIVER ROAD PAVEMENT REHABILITAION, FEDERAL AID PROJECT NO. STPL 5920 (167). Project shall be constructed in accordance with the Special Provisions (including the payment of not less than the minimum wage rates set forth therein) and the contract annexed hereto and also in accordance with the Project Plans, Standard Plans, dated 2018, the Standard Specifications, dated 2018, the current General Prevailing Wage Rates according to the California Department of Industrial Relations, and the current issue of the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," on file with the California Department of Industrial Relations (telephone 415 703-4774).

Bids are submitted for the entire work. The total amount of the bid for comparison purposes will be determined on the basis of item price and then the total of the individual items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The bidder shall set forth for each item of work, in clearly legible figures, an item price and a total of the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the County of Sonoma's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the County of Sonoma, and that discretion will be exercised in the manner deemed by the County of Sonoma to best protect the public interest in the prompt and economical completion of the work. The decision of the County of Sonoma respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

It is hereby agreed that the undersigned, as bidder, shall furnish a Faithful Performance Bond and a Labor and Materials Bond, each in the amount of one hundred percent (100%) of the total amount of this Proposal, to the County of Sonoma and at no expense to said County, executed by a responsible surety acceptable to said County, in the event that this Proposal is accepted by said County of Sonoma.

If this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give the bond in the sum to be determined as aforesaid, with surety satisfactory to the Department of Transportation and Public Works of Sonoma County, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice that the contract has been awarded, the Department of Transportation and Public Works may, at its option, determine that the bidder has abandoned the contract, and thereupon this Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the County of Sonoma.

The undersigned, as bidder, declares that the only persons or parties interested in the Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes and agrees if this Proposal is accepted that he will contract with the County of Sonoma, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the

requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following item prices, to wit:

See Attached Addendum #2

BID ITEM LIST (PROPOSAL)

OBAG 2- RIVER ROAD PAVEMENT REHABILITATION – PROJECT C14051							
BID ITEM NO.	**P/F**	**CODE**	**ITEM DESCRIPTION**	**UNIT**	**QTY**	**UNIT PRICE**	**ITEM TOTAL**
BASE BID ITEMS							
1		74016	JOB SITE MANAGEMENT	LS	1.00		
2		74020	WATER POLLUTION CONTROL	LS	1.00		
3		100100	DEVELOP WATER SUPPLY	LS	1.00		
4		120000	PROJECT FUNDING ID SIGNS	EA	2.00		
5		120090	CONSTRUCTION AREA SIGNS	EA	16.00		
6		120100	TRAFFIC CONTROL SYSTEM	LS	1.00		
7		120101	FLAGGING	FA	10,000.00	1.00	10,000.00
8		128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	50.00		
9		130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1.00		
10		170103	CLEARING AND GRUBBING	LS	1.00		
11		190185	SHOULDER BACKING	TN	3,794.00		
12		390095	REPLACE ASPHALT CONCRETE SURFACING	CY	600.00		
13		390121	ASPHALT CONCRETE (RUBBERIZED,TYPE G)	TN	14,579.00		
14		394002	PLACE ASPHALT CONCRETE (MISC AREA)	SY	1,800.00		

See Attached Addendum 2

15		394073	REPLACE ASPHALT CONCRETE DIKE (TYPE A, STRIPED)	LF	3,430.00		
16		398200	COLD PLANE ASPHALT CONCRETE	SY	3,178.00		
17		710442	24" MACHINE SPIRAL WOUND PVC PIPELINER (EXPANDABLE DIAMETER)	LF	228.00		
18		710446	30" MACHINE SPIRAL WOUND PVC PIPELINER (EXPANDABLE DIAMETER)	LF	75.00		
19		780001	CONSTRUCT WELL MONUMENT	EA	10.00		
20		810120	REMOVE PAVEMENT MARKER	EA	2,256.00		
21		810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	1,840.00		
22		820840	ROADSIDE SIGN - ONE POST	EA	12.00		
23		831000	ADJUST EXISTING METAL BEAM GUARD RAIL	LF	2,324.00		
24		832006	MIDWEST GUARDRAIL SYSTEM (STEEL POST)	LF	4,931.00		
25		839565	TYPE SRT - MGS TERMINAL SYSTEM	EA	13.00		
26		839752	REMOVE METAL BEAM GUARD RAIL	LF	5,306.00		
27		840504	4" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET-NIGHT VISIBILITY)	LF	70,116.00		
28		840505	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET-NIGHT VISIBILITY)	LF	28,807.00		
29		840506	8" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET-NIGHT VISIBILITY)	LF	850.00		
30		840515	THERMOPLASTIC PAVEMENT MARKINGS (ENHANCED WET-NIGHT VISIBILITY)	SF	1,576.00		

See Attached Addendum #2

31		846051	CENTERLINE 12" RUMBLE STRIP (ASPHALT CONCRETE PAVEMENT)	LF	24,710.00		
32		999998	GUARANTEE	LS	1.00		
					BASE BID TOTAL		
ALTERNATE BID ITEMS							
33		710438	18" MACHINE SPIRAL WOUND PVC PIPELINER (EXPANDABLE DIAMETER)	LF	708		
				ALTERNATE BID TOTAL			
				ALTERNATE BID + BASE BID TOTAL			

NOTE: The low bidder will be determined based on the "Base Bid Total." The County will determine if Alternate Bid will be awarded to the lowest bidder after the bid opening.

ADDENDUM ACKNOWLEDGMENT

Bidder acknowledges receipt of the following addenda, which are to become part of the Plans, Special Provisions and Estimate:

Addendum No.: 1	Date: 04/30/2020
Addendum No.: 2	Date: 05/07/2020
Addendum No.: _____	Date: _____
Addendum No.: _____	Date: _____
Addendum No.: _____	Date: _____

Integrated Waste
Road & Bridge Operations
Sonoma County Airport
Sonoma County Transit

Johannes J. Hoevertsz, Director
Trish Pisenti, Deputy Director- Transportation & Operations
Janice Thompson, Deputy Director- Engineering & Maintenance

April 30, 2020

NOTICE TO PLANHOLDERS
FOR CONSTRUCTION OF

2020 OBAG 2 – River Road Pavement Rehabilitation

COUNTY PROJECT NO. C14051
FEDERAL AID PROJECT NO. STPL 5920 (167)

ADDENDUM NO. 1

I. Changes to Bid Book Changes:

Replace pages BB-26 through BB-28 (3 sheets) with attached ADD 1 –BB-26, ADD 1 – BB-27, and ADD 1 – BB 28

Please fill out the Addendum Acknowledgement sheet (BB-7 of the Bid Book) verifying your receipt of this Addendum (Addendum No. 1) dated 4/30/2020.

Anthony Moore, P.E.
Project Engineer, Sonoma County Transportation and Public Works

Robert E. Lee, Vice President

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTOR (DBE AND NON-DBE) PART 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: https://www.dir.ca.gov/Public-Works/Contractor-Registration.html

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

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: CMC Traffic Control Specialists, Inc. City, State: 3450 3rd St. ste 36 San Francisco, CA 94124	Item #6 Traffic Control System	$82,250.00	82.25%	792059 / 1000006503	Y	33473	☐ <$1 million ☐ <$5 million ☑ <$10 million ☐ <$15 million Age of Firm: 17 yrs.
Name: City, State:	Item #8 Portable Changeable Message Signs	$5,600.00	14.72% (RL)				☐ <$1 million ☐ <$5 million ☑ <$10 million ☐ <$15 million Age of Firm: 17 yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

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Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: Sierra Traffic Markings, Inc. City, State: 9725 Del Road Ste. B Roseville, CA 95747	Item #6 Traffic Control System (striping)	$4,000.00	4%	755317 1000002783	N	N/A	☐ <$1 million ☐ <$5 million ☑ <$10 million ☐ <$15 million Age of Firm: 9 yrs.
Name: City, State:	Item #15 Replace Asphalt Concrete Dike (striping)	$4,287.50	13.73%				☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:	Item #20 Remove Pavement Marker	$5,640.00	100%				☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:	Item #21 Retroflective Marker ~~4" Thermo Traffic Stripe~~ (RL)	$5,520.00	100%				☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:	Item #28 4" Thermo Traffic Stripe	$59,598.60 ~~$63,104.40~~ (RL)	100%				☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:	Item #29 6" Thermo Traffic Stripe	$30,247.35	100%				☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

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EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTOR (DBE AND NON-DBE) PART 1

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Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: Sierra Traffic Markings Inc. City, State: Roseville, CA	Item #30 8" Thermo Traffic Stripe	$1,232.50	100%	755317 1000002783	N	N/A	☐ <$1 million ☐ <$5 million ☑ <$10 million ☐ <$15 million Age of Firm: 9 yrs.
Name: City, State:	Item #31 Thermo Pavement Markings	$10,874.40	100%				☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

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Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: Cell-crete Corporation, Inc. City, State: 995 Zephyr Ave. Hayward, CA 94544	Item #17 24" Machine Spiral Wound PVC Pipeliner	$7,980.00		243404 1000000262	N	N/A	☐ <$1 million ☐ <$5 million ☑ <$10 million ☐ <$15 million Age of Firm: 64 yrs.
Name: City, State:	Item #18 30" Machine Spiral Wound PVC Pipeliner	$9,728.76					☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

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Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: AC Dike Co. Specialty Paving, Inc. City, State: 2788 Venture Dr. Lincoln, CA 95648	Item #15 Replace Asphalt Concrete Dike	$9,432.50	30.21%	407417 1000005929	N	N/A	☐ <$1 million ☐ <$5 million ☑ <$10 million ☐ <$15 million Age of Firm: 39 yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

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Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: Pacific Northwest Oil City, State: 3310 E. Miner Ave. Stockton, CA 95205	Item #13 Deliver and spread Tack Oil	$19,593.55		705296 1000377635	N	N/A	☐ <$1 million ☐ <$5 million ☐ <$10 million ☑ <$15 million Age of Firm: 24 yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

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Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: Double M Trucking, Inc. City, State: 710 Dutton St. Winters, CA 95694	Item #10 ~~Mobilization~~ (RL) (Haul & Off Haul) Clear + Grub	$9,280.00	15.72%	N/A 1000418932	Y	414	☐ <$1 million ☑ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: 47 yrs.
Name: City, State:	Item #11 ~~Mobilization~~ (RL) (Haul) Shoulder Back	$40,148.76	30.36%				☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:	Item #12 ~~Mobilization~~ (RL) (Haul and off-Haul) Replace AC	$19,200.00 ~~$9,280.00~~ (RL) ~~$9,280.00~~ (RL)	7.86%				☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:	Item #13 ~~Mobilization~~ (RL) (Haul Asphalt) AC Rubber	$92,978.75	5%				☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:	Item #14 (Haul - Import) Misc AC	$4,640.00	7.81%				☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:	Item #15 AC Dike (Haul Asphalt)	$6,722.64	21.53%				☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTOR (DBE AND NON-DBE) PART 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: https://www.dir.ca.gov/Public-Works/Contractor-Registration.html

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

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: Double M Trucking Inc. City, State: 710 Dutton St. Winters, CA 95694	Item #16 ~~Mobilization~~ (Haul) Cold Plane AC	$3,720.00	16.48%	N/A 1000418932	Y	414	☐ <$1 million ☑ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ~~47~~ yrs.
Name: City, State:	Item #1 ~~Mobilization~~ Lead Management	$3,136.00	3%				☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of ~~Firm~~: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

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EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTOR (DBE AND NON-DBE) PART 1

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Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: Appian vDBE SWPPP City, State: 5780 Olinda Rd El Sobrante, CA 94803	#9 Prepare Water Pollution Control	$625	100%	N/A / 1000005242	Y	38834	☑ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: 10 yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

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Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: Frank Medina Engineering Contractor City, State: 10096 Ahart Rd. Oroville, CA 95966	Item #23 Adjust Existing Metal Beam Guardrail	$18,592.00	100%	644373 1000005534	Y	014717	☑ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: 28 yrs.
Name: City, State:	Item #24 Midwest Guardrail System (Steel Post)	$75,572.00	100%				☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:	Item #25 Midwest Guardrail System (8" Steel Post)	$80,352.00	100%				☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:	Item #26 Type SRT-MGS Terminal System	$39,000.00	100%				☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:	Item #27 Remove Metal Beam Guardrail	$42,448.00	80%				☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTOR (DBE AND NON-DBE) PART 1

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Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: Farwest Safety Inc. City, State: 226 N. Main St. Lodi, CA 95240	Item #4 Project ID Signs	$400.00	100%	523187 / 1000001371	N	N/A	☐ <$1 million ☐ <$5 million ☑ <$10 million ☐ <$15 million Age of Firm: 30 yrs.
Name: City, State:	Item #5 Construction Area Signs	$3,200.00	100%				☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:	Item #22 Roadside Sign One Post	$3,600.00	100%				☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

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EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTOR (DBE AND NON-DBE) PART 1

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Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: Pavement Recycling Systems, Inc. City, State: 2150 Ball Ave. Ste. 125 Sacramento, CA 95838	Item #32 Centerline 12" Rumble Strip	$4,200.70	26.98%	569352 / 1000003363	N	N/A	☐ <$1 million ☐ <$5 million ☐ <$10 million ☑ <$15 million Age of Firm: 27 yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

BIDDER'S BOND

Accompanying this Bid is Bidder's Bond in amount equal to at least ten percent of the total of the bid.

(Notice: Insert the words "Cash ($_____)," "Cashier's Check," "Certified Check," or "Bidder's Bond," as the case may be.)

The names of all persons interested in the foregoing proposal as principals are as follows:

Please See Attached

IMPORTANT NOTICE If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Kevin Ghilotti, President, CFO Treasure

Robert E. Lee, Vice President

Steven B. Mack, Secretary

Team Ghilotti, Inc
2531 Petaluma Blvd. South
Petaluma, CA 94952
CA License # 895384
A & HAZ

Joe Moreira, General Manager, Assistant Secretary

Licensed in accordance with an act providing for the registration of Contractors, and Section 7028.15 of the Business and Professions Code, License No. 895384 Expiration Date: 04/30/2021

By my signature on this proposal I certify, under penalty of perjury, that the forgoing Public Contract Code Sections 10162 questionnaire and 10232 statement and the Title 23 United States Code, Section 112 Non-Collusion Affidavit, and the representations made in connection with Section 7028.15 of the Business and Professions Code are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code.)

Robert E. Lee, Vice President
Bidder Name, Title

05/12/2020
Date

Signature of Bidder

Business Address: Team Ghilotti, Inc. 2531 Petaluma Blvd. South Petaluma, CA 94952

Place of Business: Team Ghilotti, Inc. 2531 Petaluma Blvd. South Petaluma, CA 94952

Place of Residence: Robert E. Lee
420 Trinity Court
Petaluma, CA 94954

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of Sonoma }

Alissa Anne Price, Notary Public

On May 12, 2020 before me, _____,
Date *Here Insert Name and Title of the Officer*

personally appeared Robert E. Lee, Vice President
Name(s) of Signer(s)

_____,

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

ALISSA ANNE PRICE
Notary Public - California
Sonoma County
Commission # 2259858
My Comm. Expires Sep 25, 2022

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature Alissa Anne Price
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

©2019 National Notary Association

Integrated Waste
Road & Bridge Operations
Sonoma County Airport
Sonoma County Transit

Johannes J. Hoevertsz, Director
Trish Pisenti, Deputy Director- Transportation & Operations
Janice Thompson, Deputy Director- Engineering & Maintenance

May 7, 2020

NOTICE TO PLANHOLDERS
FOR CONSTRUCTION OF

2020 OBAG 2 – River Road Pavement Rehabilitation

COUNTY PROJECT NO. C14051
FEDERAL AID PROJECT NO. STPL 5920 (167)

ADDENDUM NO. 2

I. Bidder Inquiries

1. Question: "*Section 39-2.01A(9) Material Transfer Vehicle reads: "Contractor shall use a material transfer vehicle for placement of asphalt concrete." Will an MTV be required for Replace AC Surfacing and Place AC (Misc Area) or only for RHMA?"*
Response: No, the Material Transfer Vehicle is not required for Replace AC Surfacing and Place AC (Misc Area) bid items. It is only required for the Rubberized Asphalt Concrete.

2. Question: *"Will the AASHTO M-326 solid wall segmental liner be allowed for 18", 24" and 30" CMP culvert lining?"*
Response: Yes, using "Snap-tight" or similar products for pipeliners meeting AASHTO M-326 is an acceptable alternative for the PVC Pipeliner Bid Items. (Bid Items 17, 18, and 33).

3. Question: *"Some existing Guardrail that is called out for removal and replacement with new MGS is part of existing Retaining Wall Systems, with extra-long & heavy posts. No details are called out in the Specs or Plans. Is there a design requiring special materials for these locations?"*
Response: Only guardrail posts are to be replaced, not retaining wall or lagging wall system, so no extra detail is needed for this project. The retaining wall is supported by lagging posts, which will remain in place. Guardrail posts to be removed and replaced are either 6 feet length or 8 feet length. W6X15. See revised bid book which includes revised quantity Midwest Guardrail System (Steel Post) and new item for Midwest Guardrail System (8' long post). Also, see revised quantity table for Midwest Guardrail System on project plans sheet 7.

4. Question: *"What is the type of asphalt to be used for the miscellaneous area paving?"*
Response: Miscellaneous paving areas are to be paved using Asphalt Concrete (Type A, ½" Max Grading).

II. Changes to Notice to Bidders:

- Notice to Bidders, second paragraph on NTB 2, under "General Information", DBE goal is revised from 15% to **17%.**
- Notice to Bidders, second paragraph on NTB 2, under "General Information", Engineer's Estimate is revised from $3,400,027 to $3,422,347 (Base Bid).

III. Changes to Bid Book: (see attachment A- revised Bid Item List Proposal sheets ADD 2 – BB4 to ADD 2-BB6)

- Quantity for Bid Item 24 "MIDWEST GUARDRAIL SYSTEM (STEEL POST)" is revised from 4931 LF to 2699 LF.

- New item is added as Bid Item 25 "MIDWEST GUARDRAIL SYSTEM (8' STEEL POST) with quantity of 2232 LF.

IV. Changes to Plans: (see attachment B - revised Plan Sheet 7, with updated Midwest Guardrail System quantity table.)

Please fill out the Addendum Acknowledgement sheet (BB-7 of the Bid Book) verifying your receipt of this Addendum (Addendum No. 2) dated 5/07/2020.

Anthony Moore, P.E.
Project Engineer, Sonoma County Transportation and Public Works

Robert E. Lee, Vice President

BID ITEM LIST (PROPOSAL)

OBAG 2- RIVER ROAD PAVEMENT REHABILITATION – PROJECT C14051							
BID ITEM NO.	**P/F**	**CODE**	**ITEM DESCRIPTION**	**UNIT**	**QTY**	**UNIT PRICE**	**ITEM TOTAL**
BASE BID ITEMS							
1		74016	JOB SITE MANAGEMENT	LS	1.00	27,238.50	27,238.50
2		74020	WATER POLLUTION CONTROL	LS	1.00	11,129.65	11,129.65
3		100100	DEVELOP WATER SUPPLY	LS	1.00	4,000.00	4,000.00
4		120000	PROJECT FUNDING ID SIGNS	EA	2.00	200.00	400.00
5		120090	CONSTRUCTION AREA SIGNS	EA	16.00	200.00	3,200.00
6		120100	TRAFFIC CONTROL SYSTEM	LS	1.00	100,000.00	$100,000.00 (1) ~~4,000.~~
7		120101	FLAGGING	FA	10,000.00	1.00	10,000.00
8		128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	50.00	97.00	4,850.00
9		130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1.00	625.00	625.00
10		170103	CLEARING AND GRUBBING	LS	1.00	59,000.00	59,000.00
11		190185	SHOULDER BACKING	TN	3,794.00	34.85	132,220.90
12		390095	REPLACE ASPHALT CONCRETE SURFACING	CY	600.00	407.00	244,200.00
13		390121	ASPHALT CONCRETE (RUBBERIZED,TYPE G)	TN	14,579.00	121.00	1,764,059.00
14		394002	PLACE ASPHALT CONCRETE (MISC AREA)	SY	1,800.00	33.00	59,400.00

BID ITEM LIST (PROPOSAL)

OBAG 2- RIVER ROAD PAVEMENT REHABILITATION – PROJECT C14051							
BID ITEM NO.	**P/F**	**CODE**	**ITEM DESCRIPTION**	**UNIT**	**QTY**	**UNIT PRICE**	**ITEM TOTAL**
BASE BID ITEMS							
1		74016	JOB SITE MANAGEMENT	LS	1.00		
2		74020	WATER POLLUTION CONTROL	LS	1.00		
3		100100	DEVELOP WATER SUPPLY	LS	1.00		
4		120000	PROJECT FUNDING ID SIGNS	EA	2.00		
5		120090	CONSTRUCTION AREA SIGNS	EA	16.00		
6		120100	TRAFFIC CONTROL SYSTEM	LS	1.00		
7		120101	FLAGGING	FA	10,000.00	1.00	10,000.00
8		128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	50.00		
9		130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1.00		
10		170103	CLEARING AND GRUBBING	LS	1.00		
11		190185	SHOULDER BACKING	TN	3,794.00		
12		390095	REPLACE ASPHALT CONCRETE SURFACING	CY	600.00		
13		390121	ASPHALT CONCRETE (RUBBERIZED,TYPE G)	TN	14,579.00		
14		394002	PLACE ASPHALT CONCRETE (MISC AREA)	SY	1,800.00		

15		394073	REPLACE ASPHALT CONCRETE DIKE (TYPE A, STRIPED)	LF	3,430.00	9.10	31,213.00
16		398200	COLD PLANE ASPHALT CONCRETE	SY	3,178.00	7.10	22,563.80
17		710442	24" MACHINE SPIRAL WOUND PVC PIPELINER (EXPANDABLE DIAMETER)	LF	228.00	255.00	58,140.00
18		710446	30" MACHINE SPIRAL WOUND PVC PIPELINER (EXPANDABLE DIAMETER)	LF	75.00	507.00	38,025.00
19		780001	CONSTRUCT WELL MONUMENT	EA	10.00	1,350.00	13,500.00
20		810120	REMOVE PAVEMENT MARKER	EA	2,256.00	2.50	5,640.00
21		810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	1,840.00	3.00	5,520.00
22		820840	ROADSIDE SIGN - ONE POST	EA	12.00	300.00	3,600.00
23		831000	ADJUST EXISTING METAL BEAM GUARD RAIL	LF	2,324.00	8.00	18,592.00
24		832006	MIDWEST GUARDRAIL SYSTEM (STEEL POST)	LF	2699.00	28.00	75,572.00
25		832017	MIDWEST GUARDRAIL SYSTEM (8' STEEL POST)	LF	2,232.00	36.00	80,352.00
26		839565	TYPE SRT - MGS TERMINAL SYSTEM	EA	13.00	3,000.00	39,000.00
27		839752	REMOVE METAL BEAM GUARD RAIL	LF	5,306.00	10.00	53,060.00
28		840504	4" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET-NIGHT VISIBILITY)	LF	70,116.00	0.85	59,598.60
29		840505	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET-NIGHT VISIBILITY)	LF	28,807.00	1.05	30,247.35
30		840506	8" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET-NIGHT VISIBILITY)	LF	850.00	1.45	1,232.50

31		840515	THERMOPLASTIC PAVEMENT MARKINGS (ENHANCED WET-NIGHT VISIBILITY)	SF	1,576.00	6.90	10,874.40
32		846051	CENTERLINE 12" RUMBLE STRIP (ASPHALT CONCRETE PAVEMENT)	LF	24,710.00	0.63	15,569.30
33		999998	GUARANTEE	LS	1.00	4,520.00	4,520.00
					BASE BID TOTAL		2,987,141.00
ALTERNATE BID ITEMS							
34		710438	18" MACHINE SPIRAL WOUND PVC PIPELINER (EXPANDABLE DIAMETER)	LF	708	325.00	230,100.00 ~~230,1000~~
					ALTERNATE BID TOTAL		230,100.00
					ALTERNATE BID + BASE BID TOTAL		3,217,241.00

NOTE: The low bidder will be determined based on the "Base Bid Total." The County will determine if Alternate Bid will be awarded to the lowest bidder after the bid opening.

Corporate Officers

Kevin Ghilotti ..... **Owner/President/CEO/CFO/Treasurer**
1153 River Pine Circle
Petaluma, CA 94954
Phone: (707) 227-6984

Joesph 'Joe' Moreira ..... **General Manager, Assistant Secretary**
1220 Bloomfield Road
Sebastopol, CA 95472
Phone: (707) 953-9613

Robert 'Rob' E Lee ..... **Vice President**
420 Trinity Ct
Petaluma, CA 94954
Phone: (415) 720-2044

Steven 'Steve' Mack ..... **Secretary**
18569 Happy Lane
Sonoma, CA 95476
Phone: (415) 720-9849

RESOLUTIONS ADOPTED BY UNANIMOUS CONSENT OF THE BOARD OF DIRECTORS
of
Team Ghilotti, Inc.

The undersigned, in a meeting of all of the Board of Directors of Team Ghilotti, Inc. (herein TGI), a California Corporation, hereby adopt the following resolution by unanimous written consent pursuant to the By Laws of the corporation:

ELECTION OF OFFICERS

RESOLVED that the following persons are elected by the Directors of TGI, Inc. for the term and as authorized by the By Laws:

President:	Kevin Ghilotti
Chief Financial Officer:	Kevin Ghilotti
Treasurer:	Kevin Ghilotti
Secretary:	Steven B. Mack
Assistant Secretary:	Joe Moreira
Vice President:	Robert E. Lee

ACTION ON RESOLUTION

RESOLVED that any officer of the Corporation is authorized to take any action and execute any documents necessary to carry out any or all of the foregoing resolutions.

DATED: April 17, 2018

Kevin Ghilotti

Joseph Moreira

Cecil Isaac

Dennis Gilardi

Arthur Costamagna

I, Steve Mack, Secretary of Team Ghilotti, Inc. certify that the attached is a copy of the resolution of the Board of Directors of Team Ghilotti, Inc.

Steve Mack, Secretary

Contractor Information

Legal Entity Name
TEAM GHILOTTI, INC.
Legal Entity Type
Corporation
Status
Active
Registration Number
1000002085
Registration effective date
7/1/2019
Registration expiration date
6/30/2022
Mailing Address
2531 PETALUMA BLVD. SO. PETALUMA 94952 CA ...
Physical Address
2531 PETALUMA BLVD. SO. PETALUMA 94952 CA ...
Email Address
Trade Name/DBA
License Number(s)
CSLB:895384

Registration History

Effective Date	Expiration Date
5/9/2018	6/30/2019
5/5/2017	6/30/2018
5/31/2016	6/30/2017
6/9/2015	6/30/2016
10/20/2014	6/30/2015
7/1/2019	6/30/2022

Legal Entity Information

Corporation Number:
C2972484
Federal Employment Identification Number:
President Name:
KEVIN C GHILOTTI
Vice President Name:
ROBERT E LEE
Treasurer Name:
KEVIN C GHILOTTI
Secretary Name:
STEVEN B MACK
CEO Name:
KEVIN C GHILOTTI

Agent of Service Name:
CONNIE CAREY
Agent of Service Mailing Address:
2531 PETALUMA BLVD. SO. PETALUMA 94952 CA United States of America

Agent of Service Name:
Jennifer Ghilotti
Agent of Service Mailing Address:
2531 Petaluma Blvd. So. Petaluma 94952 CA United States of America

Home CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 895384

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 4/7/2020 1:47:06 PM

Business Information

TEAM GHILOTTI INC
2531 PETALUMA BLVD S
PETALUMA, CA 94952
Business Phone Number:(707) 763-8700

Entity Corporation
Issue Date 04/27/2007
Expire Date **04/30/2021**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR

Certifications

- HAZ - HAZARDOUS SUBSTANCES REMOVAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with BERKLEY INSURANCE COMPANY.
Bond Number: 0165536
Bond Amount: $15,000
Effective Date: 04/16/2016
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual KEVIN CHRISTOPHER GHILOTTI certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 12/31/2018
BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the FEDERAL INSURANCE COMPANY
Policy Number:54309509
Effective Date: 10/01/2018
Expire Date: 10/01/2020
Workers' Compensation History

Other

- Personnel listed on this license (current or disassociated) are listed on other licenses.

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder, Team Ghilotti, Inc.
proposed subcontractor Please See Attached List of Subcontractors hereby certifies that they have ✓/ have not____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, they have filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

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

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

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

LIST OF SUBCONTRACTORS

In accordance with the provisions of Section 4104 to 4113, inclusive of the Public Contract Code, each bidder shall list below the name and location of place of business of each subcontractor who will perform a portion of that contract work in an amount in excess of one-half of the one per-cent of the total bid or $10,000, whichever is greater. (Note: Bidder's attention is directed to Section 5-1.13 "Subcontracting," of the Special Provisions in completing this form.)

Complete columns 1, 2, 3, 4, and 5 and submit with the bid. Failure to provide complete information in columns 1 through 5 within the time specified may result in a nonresponsive bid.

COLUMN 1 Subcontractor Business Name and Location	COLUMN 2 Subcontractor License Number	COLUMN 3 Bid Item Number (s)	COLUMN 4 Percentage of Bid Item Subcontracted	COLUMN 5 Description of Subcontracted Work
Double M Trucking, Inc 710 Dutton St Winters, CA 95694	CSLB# N/A DIR 1000418932	#1	3% ~~5%~~ (RL)	Management Mobilization (RL) PAR
		#10	15.72%	Clear + Grub (RL) Mobilization (Haul & Off-Haul) PAR
		#11	30.36%	Shoulder Back (RL) Mobilization (Haul) PAR
		#12	7.86%	Replace AC (RL) Mobilization Haul & Off-Haul PAR
		#13	5%	AC Rubber (RL) Mobilization (Haul Asphalt) PAR
		#14	7.81%	Misc (Haul Import) AC PAR
		#15	21.53%	AC Dike (Haul Asphalt) PAR
		#16	16.48%	Cold Plane Mobilization (Haul) PAR
Appian UDBE SWPPP 5780 Olinda Rd. El Sobrante, CA 94803	CSLB#: N/A DIR: 1000005242	#9	100%	Prepare Water Pollution Control Program
Pacific Northwest oil 3310 E Miner Ave. Stockton, CA 95205	CSLB#: 705296 DIR: 1000377635	#13	2.5%	Deliver and Spread Tack oil PAR
AC Dike Co. (Specialty Paving, Inc.) 2788 Venture Dr. Lincoln, CA 95648	CSLB#: 407417 DIR: 1000005929	#15	30.21%	Replace Asphalt Concrete Dike

LIST OF SUBCONTRACTORS

In accordance with the provisions of Section 4104 to 4113, inclusive of the Public Contract Code, each bidder shall list below the name and location of place of business of each subcontractor who will perform a portion of that contract work in an amount in excess of one-half of the one per-cent of the total bid or $10,000, whichever is greater. (Note: Bidder's attention is directed to Section 5-1.13 "Subcontracting," of the Special Provisions in completing this form.)

Complete columns 1, 2, 3, 4, and 5 and submit with the bid. Failure to provide complete information in columns 1 through 5 within the time specified may result in a nonresponsive bid.

COLUMN 1 Subcontractor Business Name and Location	COLUMN 2 Subcontractor License Number	COLUMN 3 Bid Item Number (s)	COLUMN 4 Percentage of Bid Item Subcontracted	COLUMN 5 Description of Subcontracted Work
Sierra Traffic Markings, Inc. 9725 Del Road Ste B Roseville, CA 95747	CSLB#: 755317 DIR: 1000002783	#6	4%	Traffic Control Systems (Striping)
		#15	13.73%	Replace AC Concrete Dike (Striping)
		#20	100%	Remove Pavement Marker
		#21	100%	Retroflective Marker
		#28	100%	4" Thermo Traffic Stripe
		#29	100%	6" Thermo Traffic Stripe
		#30	100%	8" Thermo Traffic Stripe
		#31	100%	Thermo Pavement Markings
CMC Traffic Control Specialists, Inc. 3450 3rd St. Ste 3b San Francisco, CA 94124	CSLB#: 792059 DIR: 1000006503	#6	82.25%	Traffic Control System
		#8	14.72%	Portable Changeable Message Signs
Cell-Crete Corporation, Inc. 995 Zephyr Ave. Hayward, CA 94544	CSLB#: 243404 DIR: 1000000262	#17	13.72%	24" Machine Spiral Wound PVC Pipeliner
		#18	25.58%	30" Machine Spiral Wound PVC Pipeliner

LIST OF SUBCONTRACTORS

In accordance with the provisions of Section 4104 to 4113, inclusive of the Public Contract Code, each bidder shall list below the name and location of place of business of each subcontractor who will perform a portion of that contract work in an amount in excess of one-half of the one per-cent of the total bid or $10,000, whichever is greater. (Note: Bidder's attention is directed to Section 5-1.13 "Subcontracting," of the Special Provisions in completing this form.)

Complete columns 1, 2, 3, 4, and 5 and submit with the bid. Failure to provide complete information in columns 1 through 5 within the time specified may result in a nonresponsive bid.

COLUMN 1 Subcontractor Business Name and Location	COLUMN 2 Subcontractor License Number	COLUMN 3 Bid Item Number (s)	COLUMN 4 Percentage of Bid Item Subcontracted	COLUMN 5 Description of Subcontracted Work
Farwest Safety, Inc. 226 N. Main St. Lodi, CA 95240	CSLB#: 523187 DIR#: 1000001371	#4	100%.	Project ID Signs
		#5	100%.	Construction Area Signs
		#22	100%.	Roadside Sign - One Post
Pavement Recycling Systems, Inc. 2150 Bell Ave. Ste 125 Sacramento, CA 95838	CSLB# 569352 DIR#: 1000003363	#32	26.98	Centerline 12" Rumble Strip
Frank Medina Engineering Contractor 10096 Ahart Rd. Oroville, CA 95966	CSLB#: 644373 DIR: 1000005534	#23	100%.	Adjust Existing Metal Beam Guard Rail
		#24	100%.	Midwest Guardrail System
		#25	100%.	8" Steel Post
		#26	100%.	Type SRT - MGS Terminal System
		#27	80%.	Remove Metal Beam Guardrail

LIST OF SUBCONTRACTORS

In accordance with the provisions of Section 4104 to 4113, inclusive of the Public Contract Code, each bidder shall list below the name and location of place of business of each subcontractor who will perform a portion of that contract work in an amount in excess of one-half of the one per-cent of the total bid or $10,000, whichever is greater. (Note: Bidder's attention is directed to Section 5-1.13 "Subcontracting," of the Special Provisions in completing this form.)

Complete columns 1, 2, 3, 4, and 5 and submit with the bid. Failure to provide complete information in columns 1 through 5 within the time specified may result in a nonresponsive bid.

COLUMN 1 Subcontractor Business Name and Location	COLUMN 2 Subcontractor License Number	COLUMN 3 Bid Item Number (s)	COLUMN 4 Percentage of Bid Item Subcontracted	COLUMN 5 Description of Subcontracted Work

Sonoma County Department of Transportation and Public Works
SUBCONTRACTOR PAYMENT DECLARATION

This form must be completed and submitted by the Prime Consultant/Contractor for all subcontractors/subconsultants, vendors, and joint venture partners with every invoice submitted to the Sonoma County TPW. Failure to submit all required information may lead to partial withholding of incremental or progress payment.

Contract Title: _____

Date: _____ Prime: _____

Invoice Date: _____ Invoice No.: _____

For the Period _____ Total Invoice Amount: _____

Subcontractor/ Vendor/JV	DBE/SBE (Y/N)	Business Address Payment Sent to	Amount Paid	Payment Date	Check Number
Total Amount Paid to Subconsultants (this Pay Period):					

I/We declare under penalty of perjury under the laws of the State of California that the above information is complete and that the tabulated amounts paid to date are accurate and correct.

_____ _____
Signature of Contact Person Date

_____ _____
Print Name, Title Phone

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats.1985), the Bidder hereby declares under penalty of perjury under the laws of the State of California that the,

Bidder has _____ Has not ✓

been convicted within the preceding three years of any offenses referred to in that section including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The Bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No ✓

If the answer is yes, explain the circumstances in the following space.

N/A

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the COUNTY of SONOMA DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS.

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

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub recipients shall certify and disclose accordingly.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

N/A

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** _____ a. bid/offer/ application b. initial award c. post-award	**3. Report Type:** _____ a. initial filing b. material change **For Material Change Only:** Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known: **Congressional District**, if known:	**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** **Congressional District**, if known:	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** **CFDA Number,** if applicable:	
8. Federal Action Number, if known:	**9. Award Amount**, if known: $	
10. a. Name and Address of Lobbying Entity: (last name, first name, MI) (Attach Continuation Sheet(s) SF-LLL-A If Necessary)	**10. b. Individuals Performing Services** (including address if different from No. 10,a.) (if individual, last name, first name, middle)	
11. Amount of Payment (check all that apply): $ _____ Actual $ _____ Planned	**13. Type of payment** (check all that apply): ___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other; specify:	
12. Form of Payment (check all that apply): ___ a. cash ___ b. in-kind; specify: Nature _____ Actual _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Are Continuation Sheet(s) SF-LLL-A Attached:	Yes____ (Number _____) No___	
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** Robert E. Lee **Title:** Vice President **Telephone:** (707) 763-8700 **Date:** 05/12/2020	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.

2. Identify the status of the covered federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or sub award recipient. Identify the tier of the sub awardees, e.g., the first sub awardees of the prime is the first tier. Sub awards include but are not limited to subcontracts, sub grants and contract awards under grants.

5. If the organization filing the report in Item 4 checks "Sub awardees" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.

8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.

15. Check whether or not a continuation sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____

8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

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

Local Agency to Complete this Section upon Execution of Award

21. Local Agency Contract Number: _____

22. Federal-Aid Project Number: _____

23. Bid Opening Date: _____

24. Contract Award Date: _____

25. Award Amount: _____

15. TOTAL CLAIMED DBE PARTICIPATION

$ _____

_____ %

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

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

26. Local Agency Representative's Signature _____ 27. Date _____

28. Local Agency Representative's Name _____ 29. Phone _____

30. Local Agency Representative's Title _____

16. Preparer's Signature _____ 17. Date _____

18. Preparer's Name _____ 19. Phone _____

20. Preparer's Title _____

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

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

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

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

LOCAL AGENCY SECTION

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

To Be Completed And Sent After Bid

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Federal-aid Project No(s). _____ Bid Opening Date _____
The _____(Agency Name)_____established a Disadvantaged Business Enterprise (DBE) goal of _____% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within 4 business days from bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

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

Publications	Dates of Advertisement

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

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract

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

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

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts*:

*Note: Use additional sheets of paper if necessary

EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

1. Local Agency Contract Number	2. Federal-Aid Project Number	3. Local Agency	4. Contract Completion Date
5. Contractor/Consultant	6. Business Address		7. Final Contract Amount

8. Contract Item Number	9. DBE Contact Information	10. DBE Certification Number	11. Amount Paid While Certified	12. Certification/ Decertification Date (Letter Attached)	13. Comments

If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
14. Contractor/Consultant Representative's Signature	15. Contractor/Consultant Representative's Name	16. Phone	17. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
18. Local Agency Representative's Signature	19. Local Agency Representative's Name	20. Phone	21. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms

INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

1. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
2. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
3. Local Agency - Enter the name of the local or regional agency that is funding the contract.
4. Contract Completion Date - Enter the date the contract was completed.
5. Contractor/Consultant - Enter the contractor/consultant's firm name.
6. Business Address - Enter the contractor/consultant's business address.
7. Final Contract Amount - Enter the total final amount for the contract.
8. Contract Item Number - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
10. DBE Certification Number - Enter the DBE's Certification Identification Number.
11. Amount Paid While Certified - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
12. Certification/Decertification Date (Letter Attached) - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBEO) or the date of the Certification Certificate mailed out by OBEO.
13. Comments - If needed, provide any additional information in this section regarding any of the above certification status changes.
14. Contractor/Consultant Representative's Signature - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
15. Contractor/Consultant Representative's Name - Enter the name of the person preparing and signing the form.
16. Phone - Enter the area code and telephone number of the person signing the form.
17. Date - Enter the date the form is signed by the contractor's preparer.
18. Local Agency Representative's Signature - A Local Agency Representative must sign their name to certify
that the contracting records and on-site performance of the DBE(s) has been monitored.
19. Local Agency Representative's Name - Enter the name of the Local Agency Representative signing the form.
20. Phone - Enter the area code and telephone number of the person signing the form.
21. Date - Enter the date the form is signed by the Local Agency Representativ

Please See Addendum #1 Attached

2-B BIDDER'S LIST OF SUBCONTRACTOR (DBE AND NON-DBE) PART 1

and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified
Please register at: https://www.dir.ca.gov/Public-Works/Contractor-Registration.html

n 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the
or each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000
y this form for additional firms. Federal Project Number: _____

Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
						☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
						☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
						☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
						☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
						☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
						☐ <$1 million ☐ <$5 million ☐ <$10 million

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTOR (DBE AND NON-DBE) PART 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provided a quote or bid but **were not selected** to participate as a subcontractor on this project. **Photocopy this form for additional firms.** Federal Project Number: _____

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: Dirt & Aggregate Interchange, Inc. City, State: Fairview, OR 97024	#23 Adjust Metal Beam Guardrail	$27,888.00	150%	507828 / 1000010905	Y	20	☐ <$1 million ☐ <$5 million ☐ <$10 million ☑ <$15 million Age of Firm: 43 yrs.
Name: City, State:	# 24 Midwest Guardrail System (Steel Post)	$80,970.00	107%				☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:	# 25 8" Steel Post	$98,208.00	122%				☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:	# 26 Terminal System	$59,774.00	153%				☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:	#27 Remove Guardrail	$53,060.00	100%				☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

Please See Addendum #1
Attached

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTOR (DBE AND NON-DBE) PART 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provided a quote or bid but **were not selected** to participate as a subcontractor on this project. **Photocopy this form for additional firms.** Federal Project Number: _____

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

BIDDER'S BOND

Accompanying this Bid is _____ in amount equal ten percent of the total of the bid.

(Notice: Insert the words "Cash ($_____)," "Cashier's Check," "Certified Check," or "Bid Bond," as the case may be.)

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE If bidder or other interested person is a corporation, state legal corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnersh true name of firm, also names of all individual copartners composing firm; if bidder or other intere person is an individual, state first and last names in full.

_____

_____

_____

_____

_____

Licensed in accordance with an act providing for the registration of Contractors, and Section 7028. Business and Professions Code, License No. _____ Expiration Date: _____

By my signature on this proposal I certify, under penalty of perjury, that the forgoing Public Contr Sections 10162 questionnaire and 10232 statement and the Title 23 United States Code, Section 11 Collusion Affidavit, and the representations made in connection with Section 7028.15 of the Busin Professions Code are true and correct and that the bidder has complied with the requirements of Se of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the Californi Administrative Code.)

_____
Bidder Name, Title

_____ _____
Date Signature of Bidder

Business Address:

_____

Place of Business:

_____

Place of Residence:

_____

BIDDER'S BOND - DECLARATION

KNOW ALL MEN BY THESE PRESENTS,

That we, Team Ghilotti, Inc. as PRINCIPAL, and Berkley Insurance Company as SURETY, are held and firmly bound unto the County of Sonoma in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the County of Sonoma for work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the County of Sonoma, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of $ Ten Percent (10%) of the Total Amount Bid---

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal has submitted the above-mentioned bid to the County of Sonoma as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at Santa Rosa, California, for

OBAG 2 - RIVER ROAD PAVEMENT REHABILITATION
COUNTY PROJECT No. C14051

NOW THEREFORE, if the aforesaid Principal is awarded a contract and, within the time and in the manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the County of Sonoma, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void, otherwise it shall remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day of May, 2020 A.D.

Team Ghilotti, Inc. (SEAL)

By: (SEAL)

(SEAL)

Principal Robert E. Lee, Vice President

Berkley Insurance Company (SEAL)

By: (SEAL)

Jean L. Neu, Attorney-in-Fact (SEAL)

Surety

4 Hutton Centre Drive, Suite 640 (SEAL)

Santa Ana, CA 92707

Address

ACKNOWLEDGMENT

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

State of California
County of Santa Clara)

On MAY 5 2020 before me, Erin Bautista, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Erin Bautista (Seal)

ERIN BAUTISTA
Notary Public - California
Santa Clara County
Commission # 2236034
My Comm. Expires Apr 25, 2022

No. BI-10192d-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Bryan D. Martin; Erin Bautista; Jean L. Neu; Stephen E. Leveroni; Angelina A. Campano; Gordon Scott Gaddy; or Jennifer Marie Hyland of ABD Insurance & Financial Services, Inc. of San Mateo, CA*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 21st day of April, 2020.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:

By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 21st day of April, 2020, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Given under my hand and seal of the Company, this 5th day of May, 2020.

_____
Vincent P. Forte

Please **verify the authenticity** of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of Sonoma }

On May 12, 2020 before me, Alissa Anne Price, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Robert E. Lee, Vice President,
Name(s) of Signer(s)

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

ALISSA ANNE PRICE
Notary Public - California
Sonoma County
Commission # 2259858
My Comm. Expires Sep 25, 2022

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature Alissa Anne Price
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

©2019 National Notary Association

COUNTY OF SONOMA SANTA ROSA, CALIFORNIA

(www.sonoma-county.org/tpw)

CONTRACT
FOR CONSTRUCTION OF

OBAG 2 - RIVER ROAD PAVEMENT REHABILITATION
FEDERAL AID PROJECT NUMBER STPL 5920(167)

COUNTY PROJECT NO. C14051

THIS CONTRACT, by and between the County of Sonoma, party of the first part, and

_____

_____ Contractor, party of the second part.

ARTICLE I.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Transportation and Public Works, County of Sonoma, in Sonoma County the River Road Pavement Rehabilitation, Project in accordance with the Standard Plans, dated 2018, the Standard Specifications, dated 2018, the current General Prevailing Wage Rates according to the California Department of Industrial Relations, and the current issue of the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," on file with the California Department of Industrial Relations (telephone 415 703-4774), which said provisions, Standard Plans, Standard Specifications, General Prevailing Wage Rates, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

ARTICLE II.

The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III.

The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties thereto that should there be any conflict between the terms of this instrument and the bid or

proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV.

By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V.

By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Form FHWA A-1273 and I will comply with such provisions in the performance of the work of this contract:

FHWA 1273 REVISED
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

   The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

   Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity:

   "Equal Employment Opportunity (EEO) requires that the contractor not discriminate and take affirmative action to assure equal opportunity. The specific affirmative action standards for the contractor's project activities under this contract are set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60, and 49 CFR 27), and orders of the Secretary of Labor, as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140.". The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

      "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer:

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

3. Dissemination of Policy:

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

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment:

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

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions:

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

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship) and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions:

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities:

The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

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

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

10. Assurances Required:

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

b. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these

requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

i. Withholding monthly progress payments;

ii. Assessing sanctions;

iii. Liquidated damages; and/or

iv. Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference.

11. Records and Reports:

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of

Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

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

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

ii. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

iii. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

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

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL). Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

5. Compliance with Copeland Act requirements.

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

6. Subcontracts.

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

7. Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements.

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

2. Violation; liability for unpaid wages; liquidated damages.

   In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages.

   The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts.

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
   a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
      i. the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
      ii. the prime contractor remains responsible for the quality of the work of the leased employees;
      iii. the prime contractor retains all power to accept or exclude individual employees from work on the project; and

iv. the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be

performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

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

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

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

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

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

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

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

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

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

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

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

      ii. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

      v. Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal; and

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

   a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

      i. is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

      ii. is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal; and

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction (46 CFR Part 381).

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

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

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor).

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

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

    a. To the extent that qualified persons regularly residing in the area are not available.

    b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

    c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this

subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work

ARTICLE VI.

And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or to be encountered in the prosecution of the work until its acceptance by the Department of Transportation and Public Works, and for all risks of every description connected with the work; also for all expenses incurred by or inconsequence of the suspension or discontinuance of work and for well and faith-fully completing the work, and the whole thereof, in the manner and according to the plans and specifications and the requirements of the Engineer under them, to wit:

Bid Item List
(CONTRACT) – NOT TO BE USED FOR BIDDING PURPOSES

OBAG 2 - RIVER ROAD PAVEMENT REHABILITATION – FEDERAL AID PROJECT STPL 5920 (167)							
BID ITEM NO.	**P/F**	**CODE**	**ITEM DESCRIPTION**	**UNIT**	**QTY**	**UNIT PRICE**	**ITEM TOTAL**
BASE BID ITEMS							
1		74016	JOB SITE MANAGEMENT	LS	1.00		
2		74020	WATER POLLUTION CONTROL	LS	1.00		
3		100100	DEVELOP WATER SUPPLY	LS	1.00		
4		120000	PROJECT FUNDING ID SIGNS	EA	2.00		
5		120090	CONSTRUCTION AREA SIGNS	EA	16.00		
6		120100	TRAFFIC CONTROL SYSTEM	LS	1.00		
7		120101	FLAGGING	FA	10,000.00	1.00	10,000.00
8		128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	50.00		
9		130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1.00		
10		170103	CLEARING AND GRUBBING	LS	1.00		
11		190185	SHOULDER BACKING	TN	3,794.00		
12		390095	REPLACE ASPHALT CONCRETE SURFACING	CY	600.00		
13		390121	ASPHALT CONCRETE (RUBBERIZED,TYPE G)	TN	14,579.00		
14		394002	PLACE ASPHALT CONCRETE (MISC AREA)	SY	1,800.00		
15		394073	REPLACE ASPHALT CONCRETE DIKE (TYPE A, STRIPED)	LF	3,430.00		
16		398200	COLD PLANE ASPHALT CONCRETE	SY	3,178.00		
17		710442	24" MACHINE SPIRAL WOUND PVC PIPELINER (EXPANDABLE DIAMETER)	LF	228.00		
18		710446	30" MACHINE SPIRAL WOUND PVC PIPELINER (EXPANDABLE DIAMETER)	LF	75.00		

19		780001	CONSTRUCT WELL MONUMENT	EA	10.00		
20		810120	REMOVE PAVEMENT MARKER	EA	2,256.00		
21		810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	1,840.00		
22		820840	ROADSIDE SIGN - ONE POST	EA	12.00		
23		831000	ADJUST EXISTING METAL BEAM GUARD RAIL	LF	2,324.00		
24		832006	MIDWEST GUARDRAIL SYSTEM (STEEL POST)	LF	4,931.00		
25		839565	TYPE SRT - MGS TERMINAL SYSTEM	EA	13.00		
26		839752	REMOVE METAL BEAM GUARD RAIL	LF	5,306.00		
27		840504	4" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET-NIGHT VISIBILITY)	LF	70,116.00		
28		840505	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET-NIGHT VISIBILITY)	LF	28,807.00		
29		840506	8" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET-NIGHT VISIBILITY)	LF	850.00		
30		840515	THERMOPLASTIC PAVEMENT MARKINGS (ENHANCED WET-NIGHT VISIBILITY)	SF	1,576.00		
31		846051	CENTERLINE 12" RUMBLE STRIP (ASPHALT CONCRETE PAVEMENT)	LF	24,710.00		
32		999998	GUARANTEE	LS	1.00		
						BASE BID TOTAL	
ALTERNATE BID ITEMS							
33		710438	18" MACHINE SPIRAL WOUND PVC PIPELINER (EXPANDABLE DIAMETER)	LF	708		
						ALTERNATE BID TOTAL	
						BASE BID + ALTERNATE BID TOTAL	

ARTICLE VII.

The County's Board of Supervisors has awarded this contract to the Contractor on the basis of the Contractor's base bid (Items 1 through 32), together with alternate bid item (33), in accordance with the contract documents as modified by Addenda(um) No(s). .

ARTICLE VIII.

For the work covered by this contract, the County agrees to pay and the Contractor agrees to accept the sum of_____, subject to adjustment on the basis of the unit prices set forth in the Contractor's bid.

ARTICLE IX.

The County shall retain 5% of the estimated value of the work done and 5% of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the contract by the Contractor, except that at any time after 20 percent of the work has been completed, if the Engineer finds that satisfactory progress is being made, the County may reduce the total amount being retained from payment pursuant to the above requirements to 3 percent of the total estimated value of the work and materials and may also reduce the amount retained from any of the remaining partial payments to 3 percent of the estimated value of the work and materials.

The County shall hold retainage described above from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the County, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the County. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures:

By CONTRACTOR, this day of 20 ; and

By COUNTY, this day of 20 .

CONTRACTOR

_____

_____

_____

(SEAL)

COUNTY OF SONOMA CALIFORNIA

By: _____

Chairman, Board of Supervisors

ATTEST:

By: _____

Clerk of the Board

APPROVED AS TO FORM

By: _____

County Counsel

(This guarantee shall be executed by the successful bidder in accordance with instructions in the Special Provisions. The bidder may execute the guarantee on this page at the time of submitting his bid or shall execute the guarantee at the time the contract is executed.)

GUARANTEE

To the County of Sonoma Department of Transportation and Public Works for construction of

OBAG 2 - RIVER ROAD PAVEMENT REHABILITATION FEDERAL AID PROJECT STPL 5920 (167)

The undersigned guarantees all construction performed on this project and also guarantees all material and equipment incorporated therein.

General: The Contractor shall guarantee the work is in accordance with contract requirements and remains free from substantial defects in materials and workmanship for a period of one year after contract acceptance. For certain portions of the work where the Director relieves the Contractor of responsibility in accordance with Section 5-1.38, "Maintenance and Protection Relief," of the Standard Specifications, the guarantee period starts on the relief date and ends one year therefrom.

Substantial defects in materials and workmanship means defective work objectively manifested by damaged, displaced, or missing parts or components; and workmanship resulting in improper function of materials, components, equipment, or systems, as installed or manufactured by the Contractor, subcontractor, supplier, or manufacturer.

During the guaranty period, the Contractor shall repair or replace contract work and associated work which is not in accordance with contract requirements or has substantial defects in materials and workmanship. The Contractor shall perform the corrective work with no expense to the Department other than County- provided field inspection services.

The guaranty of work excludes damage or displacement that is outside the control of the Contractor and caused by normal wear and tear, improper operation, insufficient maintenance, abuse, unauthorized modification, or natural disaster as described in Section 5-1.39, "Damage Repair and Restoration," of the Standard Specifications.

The Contractor shall have the same insurance coverage during corrective work operations as prior to contract acceptance, in accordance with Section 7-1.05, "Indemnification" and Section 7-1.06, "Insurance," of the Standard Specifications.

The contract bonds furnished in accordance with Section 3-1.05, "Contract Bonds," of the Standard Specifications must remain in full force and effect during the guarantee period and until all corrective work is complete.

In the case of conflict between this guaranty provision and any warranty provision included in the contract, the warranty provision shall govern for the specific construction product or feature covered.

Corrective Work: During the guaranty period, the Department will monitor performance of the highway facilities completed by the Contractor and will perform a thorough review of the contract work at least 60 days before the expiration of the one-year guaranty.

If the Engineer discovers contract work not in compliance with contract requirements or that has substantial defects in materials and workmanship, at any time during the guaranty period, a list of items that require corrective work will be developed and forwarded to the Contractor. Within 15 days of receipt of a list, the Contractor shall submit to the Engineer a detailed plan for performing corrective work. The work plan shall include a start to finish schedule. It shall include a list of labor, equipment, materials, and any special services intended to be used. It shall clearly show related work including traffic control, temporary delineation, and permanent delineation.

The Contractor shall start the corrective and related work within 15 days of receiving notice from the Engineer that the Contractor's work plan is approved. The corrective work shall be diligently prosecuted and completed within the time allotted in the approved work plan.

If the Engineer determines that corrective work, covered by the guaranty, is urgently needed to prevent injury or property damage, the Engineer will give the Contractor a request to start emergency repair work and a list of items that require repair work. The Contractor shall mobilize within 24 hours and diligently perform emergency repair work on the damaged highway facilities. The Contractor shall submit a work plan within 5 days of starting emergency repair work.

If the Contractor fails to commence and execute, with due diligence, corrective work and related work required under the guaranty in the time allotted, the Engineer may proceed to have the work performed by County forces or other forces at the Contractor's expense. Upon demand, the Contractor shall pay all costs incurred by the Department for work performed by County forces or other forces including labor, equipment, material, and special services.

Inspection of the work shall not relieve the Contractor of any of his obligations under the contract. Even though equipment, materials, or work required to be provided under the contract have been inspected, accepted, and estimated for payment, the Contractor shall, at his own expense, replace or repair any such equipment, materials, or work found to be defective or otherwise not to comply with the requirements of the contract up to the end of the guaranty period.

The County shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the County elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the County. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the County shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

_____

Signature of Authorized Representative of Bidder

_____

Date:

CONTRACT BOND- PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That _____as Principal, and _____, incorporated under the laws of the State of California and authorized to transact surety business in the State of California, are held and firmly bound unto

COUNTY OF SONOMA, CALIFORNIA

In the sum of _____for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

The Condition of the foregoing obligation is such that, Whereas the above bounden Principal has entered into a contract with the COUNTY OF SONOMA, CALIFORNIA to do and perform the following work, to-wit:

OBAG 2 – RIVER ROAD PAVEMENT REHABILITATION PROJECT

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All alterations, extensions of time, extra and additional work, and other changes authorized by the specifications or any part of the contract may be made without securing the consent of the surety or sureties on the contract bonds. Surety waives any requirement of notice of any such alterations, extensions of time, extra and additional work or any other changes.

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Any notice to the Surety may be physically delivered or mailed to it at its office.

Now, therefore, if the above bounden Principal shall well and truly perform the contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and Sealed this day of 20

CONTRACTOR: _____

By: _____

Title: _____

SURETY: _____

By: _____

Title: _____

CONTRACT BOND- PAYMENT

KNOW ALL MEN BY THESE PRESENTS: Than we _____of _____as Principal, and _____, incorporated under the laws of the State of California and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto

COUNTY OF SONOMA, CALIFORNIA, As Oblige, in the sum of _____ Dollars ($ _____), for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

The Condition of the foregoing obligation is such that, whereas the above bounden Principal has entered into a contract with the Oblige to do and perform the following work, to-wit:

OBAG 2 - RIVER ROAD PAVEMENT REHABILITATION
FEDERAL AID PROJECT STPL 5920(167)

==========

All alterations, extensions of time, extra and additional work, and other changes authorized by the specifications or any part of the contract may be made without securing the consent of the surety or sureties on the contract bonds. Surety waives any requirement of notice of any such alterations, extensions of time, extra and additional work or any other changes.

==========

Any notice to the Surety may be physically delivered or mailed to it at its office.

NOW, THEREFORE if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns; or subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor, the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies or corporations entitled to file claims under Section 3181 of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Signed and Sealed this day of 20

CONTRACTOR: _____

By: _____

Title: _____

SURETY: _____

By: _____

Title: _____