

PROJECT MANUAL
FOR
**JUNE LAKE STREETS REHABILITATION
PROJECT**

Project No. RPL-5947(047)

MONO COUNTY, CALIFORNIA



Invitation for Bids
Instructions to Bidders
Proposal Forms
Standard Agreement
Special Provisions
Technical Specifications
Construction Quality Assurance Program

CONTRACTING AGENCY:

COUNTY OF MONO

Department of Public Works
Post Office Box 457
74 North School Street
Bridgeport, California 93517
760.932.5440

PRE-BID CONFERENCE:

11:00 AM, August 5, 2014
County of Mono
Department of Public Works

BID SUBMITTAL DEADLINE:

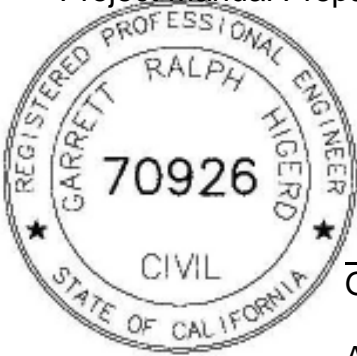
4:30 PM, August 19, 2014
Clerk of the Board of Supervisors
74 North School Street / P.O. Box 715
Bridgeport, California 93517

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CERTIFICATION PAGE

JUNE LAKE STREETS REHABILITATION PROJECT
Project No. RPL-5947(047)

Project Manual Prepared by:



Garrett Higerd

Date: July 7, 2014

Garrett Higerd, PE

Assistant Public Works Director
County of Mono
Department of Public Works
74 North School Street
Bridgeport, California 93517

Technical Specifications Prepared by:



Matt Schober

Date: July 7, 2014

Matt Schober, PE

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Bishop, CA 93514
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INVITATION FOR BIDS

JUNE LAKE STREETS REHABILITATION PROJECT

Project No. RPL-5947(047)

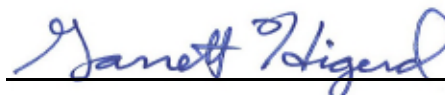
Notice is hereby given that the Mono County Department of Public Works calls for bids from qualified General Engineering and Earthwork and Paving contractors for the June Lake Streets Rehabilitation Project. The major work of this Project is rehabilitation of local streets, drainage improvements, concrete ribbon gutters, signage, and striping; which is further described in the Project Manual.

The Project Manual and Project Plans provide in detail the County's requirements for the project. Project documents are available on the Mono County Bid Management System. To access the system go to www.bids.monocounty.ca.gov and click on "view details" to the right of the project in the RFP/RFQ/RFB Title list. This page shows the project summary, status, bid due date, up-to-date planholders list, and supporting documents. If you would like to be added to the planholder list and receive email notices when addenda are posted, click "Click here to create a new user account." After registering your company, click "Add me to the Planholder List." You can ask questions about the project by clicking "Ask a question about this solicitation." If you would like assistance registering and using the Bid Management System, please contact us at 760.932.5440 or publicworks@mono.ca.gov.

Each bid shall be made on the proposal forms contained in the Project Manual and must be accompanied by bid security in the amount of not less than 10 percent of the total bid. If this Invitation for Bids results in the award of a contract, then the successful Bidder is hereby notified that, in accordance with Sections 20104.50 and 9203 of the Public Contract Code, County shall retain 5% of all progress payments until the project is completed. However, pursuant to Section 22300 of the Public Contract Code the successful Bidder may substitute securities for any moneys withheld by the County of Mono to ensure performance under this contract.

An **optional** pre-bid conference and site visit will be held at the offices of the Mono County Department of Public Works, 74 North School Street, Bridgeport, California. The meeting is scheduled for 11:00 AM, August 5, 2014.

Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 715, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California. In either event, to be considered, bids must be **received** by the Clerk of the Board of Supervisors no later than 4:30 PM, August 19, 2014. As soon thereafter as is practicable, all bids received by the Clerk as of the bid submission deadline will be taken to the Department of Public Works conference room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend.



Garrett Higerd, PE
Assistant Public Works Director
Mono County Department of Public Works

INSTRUCTIONS TO BIDDERS

JUNE LAKE STREETS REHABILITATION PROJECT

Project No. RPL-5947(047)

1. SECURING BID DOCUMENTS

The Project Manual (Invitation for Bids, Instructions to Bidders, Proposal Forms, Standard Agreement, Special Provisions, and Technical Specifications) and Project Plans, all of which comprise the Contract Documents, provide in detail the County's requirements for the project. Contract documents are available on the Mono County Bid Management System. To access the system go to <http://bids.monocounty.ca.gov/> and click on "view details" to the right of the project in the RFP/RFQ/RFB Title list. This page shows the project summary, status, bid due date, up-to-date planholders list, and supporting documents. If you would like to be added to the planholder list and receive email notices when addenda are posted, click "Click here to create a new user account." After registering your company, click "Add me to the Planholder List." You can ask questions about the project by clicking "Ask a question about this solicitation." If you would like assistance registering and using the Bid Management System, please contact us at 760.932.5440 or publicworks@mono.ca.gov.

2. PRE-BID CONFERENCE

An **optional** pre-bid conference and site visit will be held at the County of Mono Department of Public Works, 74 North School Street, Bridgeport, California. The meeting is scheduled for 11:00 AM, August 5, 2014. Should the Department of Public Works determine there is a need to reschedule the pre-bid conference based on severe weather and/or road conditions, all plan-holders will be notified in advance.

3. INTERPRETATION OF PROJECT PLANS AND SPECIFICATIONS

- A. For information not provided in the Project Manual or the Project Plans, the bidder shall refer to the Standard Plans or Standard Specifications.
- B. Should a bidder find discrepancies in, ambiguities, or omissions from, the Project Manual and Project Plans, or should there be doubt as to their meaning, it shall at once notify the Public Works Director in writing and, should it be found necessary, a written addendum or bulletin of instructions will be sent to all plan-holders and posted online. Failure to raise such concerns prior to the submission of a bid will be deemed to waive such issues following the award of a contract.
- C. No representative of the County or its agent, or anyone else, is authorized to give oral instructions, interpretations, or explanations of the Project Manual and Project Plans, and a submission of a bid constitutes agreement by the bidder that it has placed no reliance on any such oral explanation or interpretation. However, the County or its agent may, upon inquiry by a bidder, direct the bidder's attention to the specific provisions of the Project Manual or Project Plans that cover the subject of the inquiry.

4. APPROXIMATE QUANTITIES

The quantities given in the Bid Schedule are approximate only, being given as a basis for the comparison of bids. The County does not agree, expressly or by implication, that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary.

5. PROPOSALS

- A. For bids to receive consideration, they shall be made in accordance with the Invitation for Bids, the Proposal Forms, and these Instructions to Bidders. All bids shall be submitted on the unaltered Proposal Forms contained in the Project Manual with all items completely filled out with typewritten or legible handwritten responses, and shall be accompanied by the Bidder's Qualifications Statement (BD-14 through BD-21). Signatures of all persons signing shall be in longhand. The completed Bid Proposal forms shall be without interlineations, alterations, or erasures.
- B. ALL BID SUBMITTALS SHALL REMAIN BOUND TOGETHER. Proposal Forms (contained herein on pages BD-1 through BD-8) may be separated from the Project Manual for purposes of bid submittal.
- C. Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for. No oral, telegraphic, or telephonic proposals or modifications will be considered. Unauthorized conditions, limitations, or provisions attached to a bid will render it informal and may cause its rejection.
- D. Bidders are advised that there is limited funding available for this project. Consequently, the County has developed a base project and four additive alternatives. After bid opening, the County will determine available funding and accordingly select a project (with or without the additive alternative) for construction; and, if it chooses to do so, will award a contract for construction of that project. For purposes of comparing bids and determining the apparent low bidder, however, the County will use the amount entered as the "Bidder's Grand Total" on page BD-8.
- E. Each bid is to be in accordance with the Contract Documents. Before submitting a bid, bidders shall carefully read this Project Manual, including the form of the Standard Agreement, and the Project Plans, and inform themselves fully as to all existing conditions and limitations, which must include a visit to the site of the work, and shall include in the bid a sum to cover the cost of all work contemplated in the Contract Documents. The submission of a bid shall be conclusive evidence that the bidder has reviewed and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and the materials to be furnished, and as to the requirements of the Project Manual and Project Plans. The submission of a bid shall also be conclusive evidence that the person signing the Proposal Form is authorized to bind or obligate the bidder to any agreement.
- F. Bidder's attention is directed to the insurance and bond requirements described below and as provided in the Standard Agreement. It is highly recommended that the bidders confer with their respective insurance carriers or brokers to determine the availability of surety bonds, insurance certificates, and endorsements as prescribed and provided herein in advance of bid submission. If an apparent low bidder fails to comply strictly with the bonding and insurance requirements, that bidder may be disqualified from award of the contract and its bid security may be forfeited. The cost of such bonds and insurance shall be included in the Bidder's bid.
- G. Each bidder shall inform itself of, and the bidder awarded the contract shall comply with, all federal, state, and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, fair labor practices, equal opportunity, drug-free workplace, construction and building, Americans with Disabilities Act, protection of public and employee health and safety, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.
- H. Bid Forms (pages BD-1 through BD-21) and Bidder's bid security must be received in a sealed, opaque envelope clearly labeled with JUNE LAKE STREETS REHABILITATION PROJECT

printed on the outside of the envelope. Bids received unsealed or unlabeled will not be considered. Bids submitted by facsimile (fax) transmission will not be considered.

- I. To be considered, bids must be **received** by the Clerk of the Board of Supervisors no later than 4:30 PM, August 19, 2014. Bids may be mailed to the Clerk of the Board of Supervisors at P.O. Box 715, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors located at 74 North School Street, Bridgeport, California, 93517.
- J. Bidders are advised that due to the remote nature of central Mono County, "overnight" delivery by the US Postal Service, UPS, FedEx, and other carriers is actually scheduled as a two-day delivery. Bidders should also take potential holiday mail delays into consideration.

6. MODIFICATION OF BID

A bidder may modify its bid by written communication provided such communication is received by the Board Clerk up to, but not later than, the bid-submission deadline described above. The written communication shall not reveal the bid price but shall state the amount of addition or subtraction or other modification so that the final prices or terms will not be known by the County until the sealed bid is opened.

7. WITHDRAWAL OF BID

Bids may be withdrawn by the bidder without prejudice up to, but not later than, the time fixed for the bid submission deadline. Such withdrawal may be made by written letter or by email or facsimile (fax) request. Such request shall be signed by an authorized representative of the bidder. Bids so withdrawn will be returned unopened to the bidder by the County. Bids withdrawn following bid opening shall be permitted only as allowed by the Public Contract Code and may subject the accompanying bid security to forfeiture and retention by the County as in the case of failure to execute the awarded contract as provided below. Negligence on the part of the bidder in preparing the bid shall not empower the bidder to withdraw the bid subsequent to the opening of bids.

8. AGREEMENT AND BONDS

- A. Bidders are required to submit, along with the Proposal Forms, a certified or cashier's check or bidder's bond in an amount of at least 10 percent (10%) of the bid made payable to the County of Mono. This security shall be given as a guarantee that the bidder will enter into a contract if awarded the work, and may be forfeited by the bidder and retained by the County if the bidder refuses, neglects, or fails to enter into said contract (including a failure to provide required insurance certificates and bonds) within seven calendar days after award of contract by the County.
- B. The successful bidder will be required to furnish a labor and materials bond in an amount equal to 100 percent of the contract price, and a faithful performance bond in an amount equal to 100 percent of the contract price. In addition, the successful bidder, as Contractor, will be required to furnish a one-year warranty bond upon project completion, pursuant to the requirements in the Standard Agreement and the Special Provisions. Only surety bonds issued by an Admitted Surety Insurer, as defined in Paragraph 11 of the Standard Agreement (sample below), will be accepted. Bonds shall be in a form acceptable to the Mono County Counsel; a sample of an acceptable form of each type of bond required is included with this Project Manual.
- C. The Contract Documents include a Standard Agreement, which the successful bidder, as Contractor, will be required to execute, and the insurance and bonds, which he will be required to furnish.

- D. All alterations, extensions of time, extra and additional work, and other changes authorized by the County consistent with applicable provisions of the Contract Documents, may be made without securing the consent of the surety or sureties on the contract bonds.

9. OPENING OF BIDS

As soon after the bid-submission deadline as is practicable to do so, all bids received before that deadline will be taken to the Public Works conference room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend. Any bids received after the bid-submission deadline will be returned to the bidder unopened.

10. BID EVALUATION

After all bids are opened and publicly announced, personnel from the Mono County Department of Public Works (Public Works) will evaluate the bids, identify the lowest responsive bid by a responsible bidder, and distribute to all bidders a Notice of Intent to Award the contract to that identified bidder along with a ranked tabulation of all bid amounts submitted. In the event of a discrepancy between the numeric total bid written and the numeric total bid calculated, the bid amount calculated by multiplying each item quantity by the unit price and then adding each item of the proposal shall prevail.

Bid evaluation will consist of reviewing submitted bids for responsiveness, ranking the responsive bid amounts from lowest to highest, and investigating whether the apparent low bidder, and such other bidders as Public Works deems appropriate, appears to be a "responsible bidder." Said investigation will involve checking the Contractor's and any listed subcontractor's license status and eligibility to contract for public works, and may also include a request for bidder references and/or insurance certificates, a request for documents demonstrating the bidder's solvency and available resources to timely complete the work, and consideration of the Bidder's performance on any prior contracts with the County. The County reserves the right to waive any informality or irregularity in any bid.

11. BID PROTEST PROCEDURE

A bid protest period shall commence immediately upon distribution of the Notice of Intent to Award the contract, during which time any interested person or entity may file a protest in accordance with the directions below with respect to that apparent low bid, or to any other bid submitted, and/or with respect to the qualifications or responsibility of the apparent low bidder, or of any other bidder.

Bidders who wish to lodge a protest as to the award of the contract must do so before 4:30 p.m. of the 5th business day following the notice of intent to award the contract. Bid protests must be received by the Mono County Department of Public Works, located at 74 North School Street, Post Office Box 457, Bridgeport, California, 93517, before the bid protest deadline. Delivery may be by mail or hand delivery to this address, or by facsimile (fax) to 760.932.5441, or by email to ghigerd@mono.ca.gov. Failure to timely file a written protest shall constitute a waiver of the right to protest. Untimely protests will not be accepted or considered.

Bid protests must be submitted in writing to the Assistant Director of the Department of Public Works and include the following: 1) the name of the person or entity making the protest, 2) the name of the bid project, 3) a complete statement of all legal and factual grounds for the protest, 4) any documentation supporting the protestor's grounds for the protest, and 5) the form of relief requested and the legal basis for such relief.

If a valid protest is timely filed, the Department of Public Works shall investigate the bid protest. The protested bidder shall have three (3) business days to respond to the Department and to provide any information requested by the Department. The Department shall respond to the protesting party,

stating its findings. The Assistant Director of the Department of Public Works shall make a recommendation to the Board of Supervisors regarding the bid protest.

The protest procedure described herein must be pursued and exhausted before any person or entity may commence litigation against the County of Mono, or any of its officers, agents, or employees related to or arising out of the award of a contract for the construction of the project to a bidder whose winning bid could have been the subject of a protest as outlined above.

12. AWARD OR REJECTION OF BIDS

- A. After expiration of the bid protest deadline, the County may, in its discretion: Award a contract notwithstanding the filing of a bid protest; refrain from awarding a contract pending resolution of any or all bid protests; or otherwise proceed as it deems appropriate, including without limit rejecting all bids received. If it chooses to award one, the County shall award the contract to the bidder found responsible by the County which has submitted the lowest responsive bid. Bidders are advised that should this Invitation for Bids result in the award of a contract, the contract will not be in force until it is approved and fully executed by the County and the bidder.
- B. Payment under any contract resulting from this Invitation for Bids will be consistent with the contract agreement, a sample of which has been provided with this Invitation for Bids. Any contract awarded as a result of this Invitation for Bids will be awarded without discrimination based on race, color, religion, age, sex, sexual orientation, national origin, gender, disability, medical condition, marital status, or ancestry.
- C. Contract award, if made, is anticipated to occur within two weeks after the date of bid opening but could, however, occur up to 60 days after said date. In such an event, all bidders will be notified in writing that additional time will be required. No bid can be withdrawn during that period unless such withdrawal is authorized under the Public Contract Code and the bid security shall remain in full force and effect. Mono County assumes no responsibility for any costs the bidder may incur, regardless of whether or not a contract is awarded, in preparing and/or submitting a bid.

13. CONTRACT EXECUTION

- A. Accompanying the County's Notice of Award will be the Agreement, which the successful bidder will be required to execute and return, together with the required bonds and certificates of insurance, to the County within seven calendar days following receipt of such Agreement and Notice of Award. Failure to do so shall be just cause for annulment of the contract award and forfeiture of the bid security, which shall be retained by the County as liquidated damages, and it is agreed by both parties that the bid security sum is a fair estimate of such failure. Signature by the authorized representative of both parties constitutes execution of the Agreement.
- B. In the event of failure of the lowest responsible bidder to sign and return the Agreement with acceptable evidence of bonds and insurance certificates as prescribed herein, the County may award the contract to the next lowest responsible bidder, and so forth, until a fully-executed Agreement and acceptable bonding and insurance certificates are received by the County.
- C. The bid security of all bidders will be retained by the County until an Agreement is executed by the successful bidder and evidence of bonds and insurance acceptable to the County is received, after which those bid securities, except any that may have been forfeited, will be returned to the respective bidders whose proposals they accompanied.

14. LISTING OF AND SUBSTITUTIONS OF SUBCONTRACTORS

- A. If awarded a contract, the Contractor shall perform with his own organization contract work amounting to not less than 30 percent (30%) of the original total contract price. The Contractor

shall give its personal attention to the fulfillment of the contract and shall keep the work under its control. All persons engaged in the project work will be held responsible for their work, which shall be subject to the provisions of these Contract Documents.

- B. Each bidder shall in its bid or offer, set forth the name and location of the office, shop, or mill of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement and the portion of the work which will be done by each subcontractor if the amount of the subcontractor's work will be in excess of one-half of one percent (0.5%), or \$10,000, whichever is greater, of the bidder's bid.
- C. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract as specified above, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under conditions hereinafter set forth.
- D. No Contractor whose bid is accepted shall, without consent of the Public Works Director, either:
 - (1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid; or,
 - (2) Permit any subcontractor to be assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid; or,
 - (3) Sublet or subcontract any portion of the work in excess of one-half of one percent (0.5%) of the Bidder's bid as to which its original bid did not designate a subcontractor.
- E. Subletting or subcontracting any portion of the work as to which no subcontractor was designated in the original bid shall be permitted only in case of public emergency, necessity, or otherwise in accordance with the Public Contract Code, and then only after a finding has been made in writing, by and as public record of the Public Works Department, setting forth the facts constituting such emergency, necessity, or statutory basis for the substitution.
- F. It is the County's opinion that if haulers are used merely to convey materials and will not excavate or load the material and if they will not apply judgment as to the suitability of the material to meet project specifications, they do not need to be identified on the "List of Subcontractors" in the bid forms.

15. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same work unless alternative bids are called for. A person, firm, or corporation who has submitted a sub-proposal to a bidder or who has quoted prices on materials to a bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

16. COORDINATION WITH OTHER CONTRACTORS

Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be performed, and the bidder must employ, as far as possible, such methods and means in the carrying out of its work as will not cause any interruptions or interference with any other contractor or the operations of the facility at which the work is being performed.

17. SUBSTITUTIONS

Throughout the Project Plans and Specifications, materials may be specified that are in short supply or that are restricted by government limitation orders. For the purpose of submitting proposals, the Bidder shall assume that the County will require all materials to be furnished as specified. No substitutions will be permitted until all sources or supplies have been exhausted and written notice is

given to the Public Works Director stating such fact. Substituted materials shall have the written approval of the Public Works Director, or its authorized agent, before installation in the project.

18. CONTRACTOR'S LICENSING LAWS

- A. The successful bidder, as Contractor, will be required to furnish a valid Mono County Business License issued by the Mono County Treasurer prior to commencing the work.
- B. In order to be eligible for award of a contract for the project, a bidder must possess at least one of the following classification(s) of contractor's license: **Class A – General Engineering, C12 – Earthwork and Paving.**
- C. Attention is directed to the provisions of Article 4, Chapter 9, of the California Business & Professions Code concerning the licensing of contractors. All bidders, contractors, and subcontractors shall be licensed in accordance with the laws of the State of California and any bidder, contractor, or subcontractor not so licensed is subject to the penalties imposed by such laws. The contractor shall possess the appropriate licenses to cover the above advertised work.

19. LABOR REQUIREMENTS

The services and work to be provided by Contractor for this project constitute a public work within the meaning of California Labor Code Sections 1720 and 1720.3. Accordingly, and as required by Section 1771 of the California Labor Code, the successful bidder, as Contractor, and any subcontractor under it, shall pay not less than the general prevailing rate of per diem wages ("prevailing wage") specified for each craft and classification to all workers employed in the execution of the project. Copies of prevailing wages, as determined by the Director of the California Department of Industrial Relations, are available online at: www.dir.ca.gov/OPRL/DPreWageDetermination.htm and are on file at the office of the Mono County Department of Public Works, located at 74 North School Street in Bridgeport, California, and are available to any interested party upon request. These wages are not included in the Contract Documents for the project. Changes, if any, to prevailing wage rates will be available at the same locations.

20. PROJECT SCHEDULE AND LIQUIDATED DAMAGES

The work shall be completed within 75 working days. By submitting a bid proposal, bidder acknowledges that the bidder has fully read Sections 5.6 and 5.7 of the Special Provisions, that it has had ample opportunity to consult with legal counsel and obtain an explanation of these liquidated damage provisions, and that it is agreed by both parties that Contractor will pay Mono County the liquidated damages specified in the Special Provisions.

PROPOSAL

JUNE LAKE STREETS REHABILITATION PROJECT

Project No. RPL-5947(047)

Proposal of _____ (hereinafter, "Bidder"), organized and existing under the laws of the State of California, doing business as _____ (e.g., "a partnership;" "a corporation;" "an individual"), as applicable to the County of Mono, (hereinafter, "the County"). This bid proposal consists of the attached pages BD-1 through BD-21.

In compliance with your Invitation for Bids and Instructions to Bidders, Bidder hereby proposes to perform all work for JUNE LAKE STREETS REHABILITATION PROJECT in strict accordance with the Instructions to Bidders, Project Plans, Special Provisions, Technical Specifications, Agreement, Construction Quality Assurance Program, any applicable addenda, and other Contract Documents within the time set forth therein and at prices stated on the attached Bid Schedule. Prices quoted in this proposal include, but are not limited to, the cost for all labor, materials, tools, equipment, supplies, transportation, permits, services, and applicable local, state, and/or federal taxes, fees, patent rights, and/or royalties necessary to complete the work contemplated under the Agreement.

By submission of this Bid Proposal, Bidder certifies (and in the case of a joint bid, each party thereto certifies as to its own organization) that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Bidder hereby agrees to commence work under the Agreement on or before 14 calendar days following the award of contract by the County, unless a later date is specified by the County in the Notice to Proceed, and to **fully complete the project within 75 working days thereafter**, pursuant to the provisions specified in the Special Provisions.

It is understood that, except for lump sum items, the quantities set forth in the Bid Schedule are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Bidder's compensation will be computed on the basis of documented final quantities in completed work, measured as specified, whether they be more or less than those shown.

Bidder's Company Name: _____

Company Address: _____

Office Telephone No.: _____ Fax No.: _____

Email Address: _____

Contractor's Calif. License No.: _____ Class: _____

Mono County Business Lic. No.: _____

Name of Company Officer: _____ Title: _____

Bidder's Signature

Date

(Add seal if by a corporation)

BID SCHEDULE

*JUNE LAKE STREETS REHABILITATION PROJECT
Project No. RPL-5947(047)*

BID ITEM	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
BASE BID: Street Reconstruction - (Alderman St, Bruce St, Crawford Ave (South), Foster Ave, Granite, Ave, Gull Lake Rd, Marina, Howard Ave, Knoll Ave, Leonard Dr. (LOWER), Lakeview Dr.					
1	Mobilization	1	LS	\$	\$
2	Maintaining Traffic/Traffic Control	1	LS	\$	\$
3	Erosion Control, including preparation of SWPPP	1	LS	\$	\$
4	Pulverize AC (average 5" thickness)	3602	SY	\$	\$
5	Grind existing Asphalt (3 inch depth), including Haul and Stockpiling	19703	SY	\$	\$
6	3-inch HMA	3802	TON	\$	\$
7	HMA Driveway Transition	5300	SF	\$	\$
8	Pavers	2500	SF	\$	\$
9	Drainage Inlet, 24"x24", Connector Pipe, Hood and Screen Insert (Sand/Oil separator)	3	EA	\$	\$
10	Drainage Inlet, Connector Pipe, Sand/Oil Separator 24"x36"	1	EA	\$	\$
11	Drainage Inlet, 60"	2	EA	\$	\$
12	Drainage Inlet, 36"x36"	5	EA	\$	\$
13	Storm Drain Pipe - 12" Slotted Drain	150	LF	\$	\$
14	Storm Drain Pipe - 12"	286	LF	\$	\$
15	Storm Drain Pipe - 18"	302	LF	\$	\$
16	Storm Drain Pipe - 24"	50	LF	\$	\$
17	Storm Drain Pipe - 27"	260	LF	\$	\$

BID ITEM	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
BASE BID: Street Reconstruction - (Alderman St, Bruce St, Crawford Ave (South), Foster Ave, Granite, Ave, Gull Lake Rd, Marina, Howard Ave, Knoll Ave, Leonard Dr. (LOWER), Lakeview Dr.					
18	Storm Drain Pipe - 30"	164	LF	\$	\$
19	Storm Drain Pipe - 36"	190	LF	\$	\$
20	Flared End Section	5	EA	\$	\$
21	Concrete Headwall	5	EA	\$	\$
22	Graded Swale	100	LF	\$	\$
23	Sign - Traffic Control	12	EA	\$	\$
24	Sign - Stop	8	EA	\$	\$
25	Sign - Accessible	2	EA	\$	\$
26	4-inch Solid White Stripe (Paint)	17914	LF	\$	\$
27	6-inch Dashed Yellow Center Stripe	8957	LF	\$	\$
28	Thermoplastic Stop Bar	160	LF	\$	\$
29	Thermoplastic Stop Marking	8	EA	\$	\$
30	PARKING SPACE MARKING	1	LS	\$	\$
31	VAN ACCESSIBLE MARKING	1	LS	\$	\$
32	Snow Poles	179	EA	\$	\$
33	Adjust Utility to Grade	25	EA	\$	\$
34	Monuments	11	LS	\$	\$
35	Metal Beam Guardrail	100	LF	\$	\$

BASE BID TOTAL: (sum of items 1 – 35)	\$ _____
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JUNE LAKE STREETS REHABILITATION PROJECT
Project No. RPL-5947(047)

BID ITEM	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
ALTERNATE A: (Add Gutters on streets in the Town of June Lake)					
A-1	Mobilization	1	LS	\$	\$
A-2	Ribbon Gutter, including base and subgrade prep	12664	LF	\$	\$
A-3	Cross Gutter, including base and subgrade prep	2853	SF	\$	\$
A-4	Drainage Inlet, 24"x24", Connector Pipe, Hood and Screen Insert (Sand/Oil separator)	10	EA	\$	\$
(deduction items)					
A-5	3-inch HMA delete	-511	TON	\$	\$
A-6	4-inch Solid White Stripe (Paint) delete	-17914	LF	\$	\$

ALTERNATE A SUBTOTAL: (sum of items A-1 through A-4 only)	\$ _____
Item A-5 and A-6 (deductions)	\$ _____
ALTERNATE A TOTAL: (sum of items A-1 through A-4 Minus A5 and A-6)	\$ _____

JUNE LAKE STREETS REHABILITATION PROJECT
Project No. RPL-5947(047)

BID ITEM	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
ALTERNATE B: (Big Rock Rd, Brenner St, Crawford Ave (North), Dream Mountain Rd., Forest Rd, Lyle Terrace Rd.)					
B-1	Mobilization	1	LS	\$	\$
B-2	Maintaining Traffic/Traffic Control	1	LS	\$	\$
B-3	Erosion Control, including preparation of SWPPP	1	LS	\$	\$
B-4	Pulverize AC (average 3" thickness)	7832	SY	\$	\$
B-5	Grind existing Asphalt (3 inch depth), including Haul and Stockpiling	4871	SY	\$	\$
B-6	3-inch HMA	2072	TON	\$	\$
B-7	HMA Driveway Transition	2650	SF	\$	\$
B-8	Storm Drain Pipe - 18"	35	LF	\$	\$
B-9	Sign - Traffic Control	7	EA	\$	\$
B-10	Sign - Stop	5	EA	\$	\$
B-11	4-inch Solid White Stripe (Paint)	12716	LF	\$	\$
B-12	6-inch Dashed Yellow Center Stripe	6358	LF	\$	\$
B-13	Thermoplastic Stop Bar	100	LF	\$	\$
B-14	Thermoplastic Stop Marking	5	EA	\$	\$
B-15	Monuments	1	LS	\$	\$

<p>ALTERNATE B TOTAL: (sum of items B-1 through B-15 only)</p>	<p>\$ _____</p>
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JUNE LAKE STREETS REHABILITATION PROJECT
Project No. RPL-5947(047)

BID ITEM	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
ALTERNATE C: (Full Rehab Northshore Dr (East), Pinecliff Rd)					
C-1	Mobilization	1	LS	\$	\$
C-2	Maintaining Traffic/Traffic Control	1	LS	\$	\$
C-3	Erosion Control, including preparation of SWPPP	1	LS	\$	\$
C-4	Pulverize AC (average 4" thickness)	28123	SY	\$	\$
C-5	3-inch HMA	4588	TON	\$	\$
C-6	HMA Driveway Transition	1850	SF	\$	\$
C-7	Sign - Stop	4	EA	\$	\$
C-8	4-inch Solid White Stripe (Paint)	17192	LF	\$	\$
C-9	6-inch Dashed Yellow Center Stripe	8596	LF	\$	\$
C-10	Thermoplastic Stop Bar	80	LF	\$	\$
C-11	Thermoplastic Stop Marking	4	EA	\$	\$

ALTERNATE C TOTAL: (sum of items C-1 through C-11 only)	\$ _____
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JUNE LAKE STREETS REHABILITATION PROJECT
Project No. RPL-5947(047)

BID ITEM	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
ALTERNATE D: (Crack and Slurry Seal Northshore Dr. (West), Leonard Dr, Mountain Vista Dr)					
D-1	Mobilization	1	LS	\$	\$
D-2	Maintaining Traffic/Traffic Control	1	LS	\$	\$
D-3	Erosion Control, including preparation of SWPPP	1	LS	\$	\$
D-4	Slurry Seal	563367	SY	\$	\$
D-5	Crack Treatment	3	Lane Mile	\$	\$
D-6	Sign - Stop	1	EA	\$	\$
D-7	4-inch Solid White Stripe (Paint)	33950	LF	\$	\$
D-8	6-inch Dashed Yellow Center Stripe	16975	LF	\$	\$
D-9	Thermoplastic Stop Bar	20	LF	\$	\$
D-10	Thermoplastic Stop Marking	1	EA	\$	\$

<p>ALTERNATE D TOTAL: (sum of items D-1 through D-10 only)</p>	<p>\$ _____</p>
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JUNE LAKE STREETS REHABILITATION PROJECT
Project No. RPL-5947(047)

BID	BID AMOUNT
BASE BID (Alderman St, Bruce St, Crawford Ave (South), Foster Ave, Granite, Ave, Gull Lake Rd, Marina, Howard Ave, Knoll Ave, Leonard Dr. (LOWER), Lakeview Dr.)	\$ _____
ALTERNATE A: (Add Gutters on streets in the Town of June Lake)	\$ _____
ALTERNATE B: (Big Rock Rd, Brenner St, Crawford Ave (North), Dream Mountain Rd., Forest Rd, Lyle Terrace Rd.)	\$ _____
ALTERNATE C: (Full Rehab Northshore Dr (East), Pinecliff Rd)	\$ _____
ALTERNATE D: (Crack and Slurry Seal Northshore Dr. (West), Leonard Dr, Mountain Vista Dr)	\$ _____

BIDDER'S GRAND TOTAL* (INCLUDES BASE BID AND ALL ALTERNATES)	\$ _____
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* County will use this total to compare bids and determine apparent low bidder.

LIST OF SUBCONTRACTORS

*JUNE LAKE STREETS REHABILITATION PROJECT
Project No. RPL-5947(047)*

Listed hereinafter are the names and addresses of all subcontractors, in accordance with Section 2-1.33C of the Standard Specifications, who will be employed in the completion of project work and the type of work that each will perform if the contract is awarded to the undersigned Bidder. I understand that under California Public Contract Code Section 4104, contained in the Subletting and Subcontracting Fair Practices Act (Public Contract Code §4100 et seq.) I must clearly set forth the name and address of each subcontractor who will perform work or labor or render service to me in or about the construction of the work in an amount in excess of one-half of one percent (0.5%) of my total bid, or ten thousand dollars (\$10,000), whichever is greater, and that as to any work in which I fail to do so, I agree to perform that portion myself or be subject to penalty under the Act.

- Notes:
- A. In the event that more than one subcontractor is named for the same type of work, state the portion of which each will perform; provide Contractor's license number of each subcontractor.
 - B. Vendors or suppliers that will be providing materials only need not be listed.
 - C. If further space is required, copies of this sheet or additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of the proposal.
 - D. The above statement constitutes a part of the proposal and signature on the signature portion of the bid proposal constitutes signature on this statement.

Firm Name & Address	Phone, Fax, & License	Annual Gross Receipts	Description of Portion of Work to be Performed
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million	
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million	
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	Value of work: \$
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million	
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million	
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	Value of work: \$

Firm Name & Address	Phone, Fax, & License	Annual Gross Receipts	Description of Portion of Work to be Performed
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million	
		<input type="checkbox"/> < \$5 million	
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
		<input type="checkbox"/> < \$15 million	
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	Value of work: \$
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million	
		<input type="checkbox"/> < \$5 million	
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
		<input type="checkbox"/> < \$15 million	
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	Value of work: \$
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million	
		<input type="checkbox"/> < \$5 million	
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
		<input type="checkbox"/> < \$15 million	
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	Value of work: \$
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million	
		<input type="checkbox"/> < \$5 million	
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
		<input type="checkbox"/> < \$15 million	
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	Value of work: \$

ACKNOWLEDGEMENTS

*JUNE LAKE STREETS REHABILITATION PROJECT
Project No. RPL-5947(047)*

RECEIPT OF ADDENDA

The County of Mono is advised that Bidder has received the following addenda for the Contract Documents, including plans, specifications, and special provisions for the above-referenced project:

Addendum Number: Issuance Date: —
Subject Matter: _____

Addendum Number: Issuance Date: —
Subject Matter: _____

Addendum Number: Issuance Date: —
Subject Matter: _____

Addendum Number: Issuance Date: —
Subject Matter: _____

If you did not receive any addenda for the above-referenced project, please initial here: _____

ACKNOWLEDGEMENT OF SITE VISIT(S)

The County of Mono is advised that I have visited the project site as acknowledged by my initials below. In doing so, I have made myself aware of the conditions that exist and have prepared the attached proposal accordingly.

June Lake Streets Rehabilitation: Yes _____ No _____

Note: This acknowledgement constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire.

DISCLOSURES AND CERTIFICATIONS

*JUNE LAKE STREETS REHABILITATION PROJECT
Project No. RPL-5947(047)*

QUESTIONNAIRE A

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

Has the Bidder, or any officer or 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 safety regulation?

Yes: _____ No: _____

If the answer is yes, please explain the circumstances in the space provided below and/or attach separate sheet(s) as necessary, with signature affixed.

QUESTIONNAIRE B

Under penalty of perjury, the Bidder shall complete the following questionnaire:

Within the past three years, has the Bidder, or any officer or employee of the Bidder who has a proprietary interest in the Bidder, ever been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any federal or state antitrust law in connection with the bidding upon, award of, or performance of, any Public Works Contract, as defined in Section 1101, with any public entity as defined in Section 1100 of the California Public Contract Code, the Regents of the University of California or the Trustees of the California State University?

Yes: _____ No: _____

If the answer is yes, please explain the circumstances in the space provided below and/or attach separate sheet(s) as necessary, with signature affixed.

Note: These disclosures and certifications constitute a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire.

WORKERS' COMPENSATION CERTIFICATION

I do hereby certify that I am aware of the provisions of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work in this contract.

NON-COLLUSION AFFIDAVIT

In accordance with Title 23 United States Code Section 112 and Section 7106 of the California Public Contract Code, 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: This certification and affidavit constitute a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

BIDDER'S QUALIFICATION STATEMENT

JUNE LAKE STREETS REHABILITATION PROJECT Project No. RPL-5947(047)

This Qualifications Statement will be used by Mono County to determine if a Bidder is qualified to do the work to be performed and therefore to find if the Bidder is a "responsible" bidder. The Qualifications Statement should be completed on behalf of the Bidder by an officer or other individual who is knowledgeable about the Bidder's past and current operations, policies, and practices. A response must be provided to each question. If a particular question does not apply, the response should state "not applicable" or "N/A". **Qualifications statements that contain missing or incomplete answers may render the proposal non-responsive.** The County reserves the right, however, to allow the bidder to submit additional information pertaining to its qualifications after the bid-submission deadline if circumstances warrant and to waive any error or defect in a Bidder's Statement.

Answers may be expanded upon by attaching additional pages. Use 8½" x 11" paper and mark each additional page with the Bidder's name and identification of the particular question to which an answer is being given. For the purposes of this Statement, the terms "company," "firm," "bidder," "proposer," and "contractor" are used interchangeably and have the same meaning.

The following documents or information must be included with your Qualifications Statement for this Bid Proposal (Existing certification and license information on file with the County and current may meet the requirements of this section subject to verification prior to award of any contract):

Insurance: Contractor must provide proof that the firm is insured at least to the limits identified in the Sample Agreement.

Licenses: Copies of all applicable and current trade licenses issued to the Contractor which legally allow the Contractor to perform the work identified for this Project.

Previous Work History: This Statement includes a form titled "Experience on Completed or Ongoing Projects." Please use this form to detail the work that the firm has performed within the last three years. A minimum of three successfully-completed highway and/or roadway rehabilitation construction projects are required. Use one page per project and reproduce copies of the form as necessary. In each project description, identify your firm as a prime contractor, subcontractor, or joint venture partner.

OSHA Violations: If at any time within the past five years the Contractor has received an OSHA serious violation, you must provide copies of the *Citation and Notification of Penalty*, signed *Settlement Agreement*, and narrative which details the specific issue(s) cited, remedial action required and taken by the Contractor, amount of fine initially imposed, and ultimate resolution.

Resumes and Organizational Chart: The Contractor must include current resumes for each Principal and key individual identified in Question 2B below. The statement must also include a copy of the firm's current Organizational Chart.

Equipment: The Contractor must provide a list of equipment that would be available for the work.

Note: This Statement constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this Statement.

1. GENERAL INFORMATION:

A. Type of organization: _____

If Corporation, include year and state incorporated

If Partnership, state whether general or limited

If Sole Proprietorship, include name of owner

If Joint Venture*, include name all partnering firms

(*Bidder's submitting a bid as joint venture must obtain a joint venture contractor's license before they may be awarded a contract, per Business and Professions Code §7029.1).

B. Is the firm certified as a Minority Business Enterprise (MBE) or Women Business Enterprise (WBE)?

_____ Yes (attach certification letter) _____ No

2. PERSONNEL:

A. Identify the current number of employees below:

Employee Type	Full-Time	Part-Time
Office		
Field		

B. Principals and Key Personnel: On the chart below, supply the required information. Principals and Key Personnel include proprietors, partners, directors or officers of the firm; any manager or individual who participates in overall policy-making or financial decisions of the firm; any person who makes significant financial contributions to the firm's operations; any person in a position to control and direct the firm's overall operations or any significant part of its operation (including site foremen and superintendents). Resumes for Principals and Key Personnel must be provided herewith. Use additional sheets if necessary to identify all Principals and Key Personnel.

Description	Person 1	Person 2	Person 3
Name			
Title			
% Ownership			

(Use additional sheets if necessary to identify all Principals and Key Personnel)

3. FINANCIAL INFORMATION:

- A. Are there any liens outstanding against the Contractor?
(if yes, provide a detailed explanation on an attached sheet) Yes No

- B. Has the Contractor, Principals or Key Personnel been party to a
bankruptcy or reorganization proceeding with the last five years?
(if yes, provide a detailed explanation on an attached sheet) Yes No

- C. Annual sales dollar volume of Contractor: \$_____

4. INTEGRITY OF CONTRACTOR: Please provide an explanation on an attached sheet for any of the following questions with the answer "yes".

- A. During the past five years has the Contractor:
 - i. Been subject of a lien or claim of \$25,000 or more by a subcontractor or supplier? Yes No
 - ii. Failed to complete a contract? Yes No
 - iii. Been suspended, debarred, disqualified or otherwise declared ineligible to bid? Yes No
 - iv. Been defaulted on any contract? Yes No
 - v. Had a contract terminated? Yes No
 - vi. Had liquidated damages assessed against it upon completion of a contract? Yes No
 - vii. Been a plaintiff or defendant in any lawsuits arising out of public or private construction contracts? Yes No

- B. During the past five years has the Contractor, Principals or Key Personnel:
 - i. Been a plaintiff or defendant in any lawsuits arising out of public or private construction contracts? Yes No
 - ii. Been the subject of an investigation involving any alleged violation of criminal law, civil antitrust law or other federal, state, or local civil law? Yes No
 - iii. Been convicted after trial or by plea of any felony under state or federal law? Yes No
 - iv. Entered a plea of nolo contendere to a charge of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or violation of an antitrust law? Yes No
 - v. Been the subject of an investigation of any alleged violation of federal, state, or local regulations by any public agency? Yes No

- vi. Been found to have committed a violation of any labor law or regulation including prevailing wage rates and fair labor practices? Yes No
- vii. Been found to have committed an OSHA "serious violation"? Yes No
- viii. Been found to have committed a construction-related violation of federal, state, or local environmental law or regulation? Yes No

5. BIDDING CAPABILITY AND PREVIOUS EXPERIENCE:

A. Provide a detailed narrative of the Contractor's experience and involvements in highway and/or roadway rehabilitation construction projects. Previous experience in this field of construction is necessary for the contractor to be found responsible specific to this Project. Additional information can be provided on an attached sheet.

mark if continued on attached sheet

B. Identify Contractor Specialty capabilities (check all appropriate). Bidder must have self-performing capability for each specialty selected by the Bidder.

- | | |
|---|--|
| <input type="checkbox"/> 1. Sitework | <input type="checkbox"/> 16. Plumbing |
| <input type="checkbox"/> 2. Concrete | <input type="checkbox"/> 17. HVAC |
| <input type="checkbox"/> 3. Masonry | <input type="checkbox"/> 18. Sprinkler |
| <input type="checkbox"/> 4. Metals | <input type="checkbox"/> 19. ATC |
| <input type="checkbox"/> 5. Carpentry | <input type="checkbox"/> 20. Balancing |
| <input type="checkbox"/> 6. Thermal & Moisture Protection | <input type="checkbox"/> 21. Fire Alarms |
| <input type="checkbox"/> 7. Doors & Windows | <input type="checkbox"/> 22. Security |
| <input type="checkbox"/> 8. Finishes | <input type="checkbox"/> 23. Pre-fabricated Equipment |
| <input type="checkbox"/> 9. Specialties | <input type="checkbox"/> 24. Qualified SWPPP Developer |
| <input type="checkbox"/> 10. Equipment | <input type="checkbox"/> 25. Qualified SWPPP Provider |
| <input type="checkbox"/> 11. Furnishings | |
| <input type="checkbox"/> 12. Special Construction | |
| <input type="checkbox"/> 13. Conveying Systems | |
| <input type="checkbox"/> 14. Mechanical | |
| <input type="checkbox"/> 15. Electrical | |

C. Contract Capability (determined by size of previous work and bonding capacity):

- 1. \$0 - \$10,000
- 2. \$0 - \$50,000
- 3. \$0 - \$100,000
- 4. \$0 - \$250,000
- 5. \$0 - \$500,000
- 6. \$0 - \$1,000,000
- 7. \$0 - \$5,000,000
- 8. \$0 - \$10,000,000
- 9. \$0 - >\$10,000,000

D. Use the following forms (i.e. pages BD-17 – BD-19) to describe bidder's experience on completed or ongoing projects over the last five years (a separate sheet must be completed for each project – three minimum).

PROJECT EXPERIENCE WITH ROAD REHABILITATION

CONSTRUCTION PROJECTS

Project Status:

- Project completed
- Work in progress

Contractor's Role*:

- Prime Contractor
- Subcontractor
- Joint Venture Partner

* Entity submitting proposal is considered "Contractor"

Facility / Project Name: _____

Address of Project: _____

Project Owner: _____

Contract Amount (Contractor's Share): \$_____ Was project bonded? Yes No

% of total project performed by Contractor by Contractor's own forces: _____%

Was Contractor required to possess a Performance Bond and/or Payment Bond? Yes No

Start Date:_____ Scheduled Completion Date:_____ Actual Completion Date:_____

Construction Manager / Project Manager:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Architect / Engineer:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Reference familiar with Contractor's performance:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Description of work performed by Contractor: _____

PROJECT EXPERIENCE WITH ROAD REHABILITATION

CONSTRUCTION PROJECTS

Project Status:

- Project completed
- Work in progress

Contractor's Role*:

- Prime Contractor
- Subcontractor
- Joint Venture Partner

* Entity submitting proposal is considered "Contractor"

Facility / Project Name: _____

Address of Project: _____

Project Owner: _____

Contract Amount (Contractor's Share): \$_____ Was project bonded? Yes No

% of total project performed by Contractor by Contractor's own forces: _____%

Was Contractor required to possess a Performance Bond and/or Payment Bond? Yes No

Start Date:_____ Scheduled Completion Date:_____ Actual Completion Date:_____

Construction Manager / Project Manager:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Architect / Engineer:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Reference familiar with Contractor's performance:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Description of work performed by Contractor: _____

PROJECT EXPERIENCE WITH ROAD REHABILITATION

CONSTRUCTION PROJECTS

Project Status:

- Project completed
- Work in progress

Contractor's Role*:

- Prime Contractor
- Subcontractor
- Joint Venture Partner

* Entity submitting proposal is considered "Contractor"

Facility / Project Name: _____

Address of Project: _____

Project Owner: _____

Contract Amount (Contractor's Share): \$_____ Was project bonded? Yes No

% of total project performed by Contractor by Contractor's own forces: _____%

Was Contractor required to possess a Performance Bond and/or Payment Bond? Yes No

Start Date:_____ Scheduled Completion Date:_____ Actual Completion Date:_____

Construction Manager / Project Manager:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Architect / Engineer:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Reference familiar with Contractor's performance:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Description of work performed by Contractor: _____

BID BOND

(MINIMUM 10% OF TOTAL BID AMOUNT)

KNOW ALL BY THESE PRESENTS that we, _____
the Bidder on the accompanying bid, as Principal, and _____,
as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns,
as set forth herein to the County of Mono (hereinafter, "Owner") in the sum of \$ _____
lawful money of the United States. Principal has submitted the accompanying bid for

JUNE LAKE STREETS REHABILITATION PROJECT

If the Principal is awarded the contract and enters into a written contract, in the form prescribed by the Owner, at the price designated by its bid, and files two bonds with the Owner, one to guarantee payment for labor and materials and the other to guarantee faithful performance, in the time and manner specified by the Owner, and carries all insurance in the type and amount which conforms to the Contract Documents, and furnishes required certificates and endorsements thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond shall not preclude the Owner from pursuing other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any of the foregoing.

Principal and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Owner's reasonable attorney's fees incurred with or without suit.

PRINCIPAL:

Executed on: _____

By: _____

(Seal of Corporation)

Title: _____

(Attach notary acknowledgment for Contractor's authorized representative and for Attorney-in-Fact of Surety)

NOTICE: No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. A certified copy of Power of Attorney must be attached.

Any claims under this bond may be addressed to:

_____ (Name and address of Surety)

_____ (Name and address of Surety's agent for service
of process in California, if different from above)

_____ (Telephone number of Surety's agent in Calif.)

(Attach notary acknowledgement)

SURETY

By: _____
(Attorney-in-Fact)

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND [CONTRACTOR] FOR
JUNE LAKE STREETS REHABILITATION PROJECT**
Project No. RPL-5947(047)

WHEREAS, the County of Mono, a political subdivision of the State of California (hereinafter referred to as “the County”), may have the need for the various construction services of [Corporation]/[Name(s)], [an] individual[s]], doing business as [Contractor] of [City], [State] (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

This Agreement includes and is subject to the provisions of the Bid & Contract Documents, including the Project Manual as well as the Caltrans Standard Specifications (2010) and the Caltrans Standard Plans (2010) issued by the California Department of Transportation, as they may have been amended for County’s use by the Special Provisions or otherwise, which documents are referenced and incorporated herein.

Contractor shall furnish the services, perform the work, and provide the associated materials and equipment for the County described in the Scope of Work (Attachment A), attached hereto and by reference incorporated herein. Requests by the County to Contractor to perform under this Agreement shall be made by the Director of the Mono County Department of Public Works, or an authorized representative thereof. Requests to Contractor for services and work to be performed under this Agreement shall be based upon the County’s need for such services or work.

Services and work provided at the County’s request by Contractor under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those to which reference is made in this Agreement.

2. TERM

The term of this Agreement shall be from [start date], through [end date], unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation.

The County shall pay Contractor in accordance with the “Schedule of Fees” (set forth in Attachment A) for the services and work described in “Scope of Work” (also set forth in Attachment A) which are performed by Contractor at the County’s request.

B. Travel and Per Diem.

Unless otherwise stated in the Scope of Work (Attachment A), Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by the County under this Agreement.

C. No Additional Consideration.

Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive from the County, any additional consideration, compensation, salary, wages, or other type of remuneration for services or work rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit Upon Amount Payable Under Agreement.

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed [contract limit] (\$[contract limit]) (hereinafter referred to as "contract limit"). The County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and Payment.

Contractor shall submit to the County, not more than once per month, a payment request in the form of an itemized statement of all services and work described in the Scope of Work (Attachment A), which were done at the County's request. The statement to be submitted will cover the period from the first day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment at the conclusion of the work. All statements submitted in request for payment should identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Statements shall be informative and concise regarding work performed during that billing period.

In accordance with Sections 20104.50 and 9203 of the Public Contract Code and upon finding that Contractor has satisfactorily completed the work and performed the services called for in the Scope of Work (Attachment A) and the Contract Documents, the County shall promptly pay Contractor within 30 days of its receipt of the itemized statement, but shall retain 5% of each such payment until the project is completed. However, in accordance with Section 22300 of the Public Contract Code, Contractor may substitute securities for any moneys withheld by the County to ensure performance under this Agreement or request the County to make payments of the retention earnings directly to an escrow agent at Contractor's expense. Should Contractor submit an improper payment request, the County shall, as soon as practicable, return the request to Contractor accompanied by a document setting forth the reasons why the payment request is not proper. Should the County determine the services or work have not been completed or performed as called for in the Scope of Work (Attachment A) and/or the Contract Documents and/or should Contractor submit an improper payment request, the County shall withhold payment until the services and work are satisfactorily completed or performed and/or the payment request is corrected and resubmitted.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, the County will not withhold any federal or state income taxes or social security from any payments made by the County to Contractor under the terms and conditions of this Agreement.

(2) The County shall withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one-thousand five-hundred dollars (\$1,500.00).

(3) Except as set forth above, the County has no obligation to withhold any taxes or payments from sums paid by the County to Contractor under this Agreement. Payment of all taxes and other assessments on

such sums is the sole responsibility of Contractor. The County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by the County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the State Franchise Tax Board.

4. WORK SCHEDULE

Upon the County's issuance of a "Notice to Proceed," Contractor's obligation is to perform, in a timely manner, those services and work identified in the Scope of Work (Attachment A) which are requested by the County. All such work shall be performed as set forth in Section 5 of the Special Provisions.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits which it is reasonably foreseeable will be required by federal, state, County, or municipal governments for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor submitted its bid for this contract. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, contractor's licenses, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide the County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services and work identified in Attachment A. Where there is a disagreement between Contractor and the County as to what licenses, certificates, and permits are required to perform the services and work identified in Attachment A, the County reserves and shall have the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services, and telephone service as is necessary for Contractor to provide the services and work identified in Attachment A to this Agreement. The County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. The costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY

A. Personal Property of the County.

Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, etc., provided to Contractor by the County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. Contractor will use reasonable care to protect, safeguard, and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Services and Work.

Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this

Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to the County.

8. WORKERS' COMPENSATION

Contractor shall provide workers' compensation insurance coverage, in the legally required amount, for all Contractor's employees utilized in providing services and work pursuant to this Agreement. By executing a copy of this Agreement, Contractor acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that Contractor has complied and will comply during the term of this Agreement with all provisions of the California Labor Code with regard to its employees.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. Contractor, at the time of execution of this Agreement, will provide the County with evidence of the required workers' compensation insurance coverage as well as a workers' compensation policy endorsement waiving subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

9. PUBLIC WORK

A. Determination.

The services and work to be provided by Contractor under this Agreement constitute a public work within the meaning of California Labor Code Sections 1720 and 1720.3. Accordingly, and as required by Section 1771 of the California Labor Code, Contractor and any subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holiday and overtime work, to all workers employed in the execution of those services and work requested by the County as described in Attachment A of this Agreement. California Labor Code Section 1771 is incorporated herein by this reference, and a copy of that Section is attached to this Agreement as a part of Attachment B.

B. Prevailing Wage Rate.

The general prevailing rate of per diem wages applicable to each class of worker employed in the execution of a public work under this Agreement has been determined by the Director of the California Department of Industrial Relations (hereinafter referred to as "Director"). Copies of the Director's determination are on file at the Mono County Department of Public Works office, 74 North School Street, Bridgeport, California, and are available to any interested party upon request.

C. Apprentices.

Pursuant to Section 1777.5 of the California Labor Code, properly registered apprentices performing services and work, if any, shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. California Labor Code Section 1777.5 is incorporated herein by this reference, and a copy of that section is attached to this contract as a part of Attachment B.

D. Penalty for Non-Payment of Prevailing Wages.

Pursuant to Section 1775 of the California Labor Code, Contractor, and any subcontractor under him, shall, as a penalty to the County, forfeit not more than two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the general rate of per diem wages for the performance of services and work that constitute a public work, as determined by the Director, for the work or craft for which the worker is employed in the performance of services and work provided under this Agreement that constitute

a public work, except as provided by subdivision (b) of Section 1775 of the California Labor Code. California Labor Code Section 1775 is incorporated herein by this reference, and a copy of that section is attached to this Agreement as a part of Attachment B.

E. Payroll Records.

Pursuant to Section 1776 of the California Labor Code, Contractor, and any subcontractor under him, shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the performance of the services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement.

F. Inspection of Payroll Records.

Contractor, and any subcontractor under him, shall comply with each of the additional requirements set forth in California Labor Code Section 1776, regarding: (1) the form of records; (2) the provision of records upon request to the County, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy; and, (3) the inspection of records by the public. California Labor Code Section 1776 is incorporated herein by this reference, and a copy of that section is attached to this Agreement as a part of Attachment B.

G. Posting of Prevailing Wages at Job Site.

Pursuant to California Labor Code Section 1773.2, Contractor shall post at each job site in connection with this Agreement a copy of the Director's determination of the general prevailing rate of per diem wages for each classification of worker required in the execution of those services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work.

H. Hours.

Pursuant to Section 1810 of the California Labor Code, the time of service of any worker employed by Contractor, or by any subcontractor under him, in the performance of services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work, is limited and restricted to eight hours during any one calendar day, and 40 hours during any one calendar week, except as otherwise provided by the California Labor Code.

I. Overtime.

Pursuant to California Labor Code Section 1815, the performance of services and work, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work by employees of Contractor, or employees of any subcontractor under him, in excess of eight hours per calendar day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per calendar day at not less than one and one-half (1½) times the basic rate of pay. California Labor Code Section 1815 is incorporated herein by this reference, and a copy of that section is attached to this contract as a part of Attachment B.

J. Records of Hours.

Contractor, and any subcontractors under him, shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the performance of the services and work requested by the County that constitute a public work, as described in the Scope of Work (Attachment A) of this Agreement. The record shall be kept open at all reasonable hours to the inspection of the County and to the Division of Labor Standards Enforcement as required by Labor Code Section 1812.

K. Penalty for Violation of Work Hours.

Pursuant to California Labor Code Section 1813, Contractor, and any subcontractors under him, shall, as a penalty to the County, forfeit twenty-five dollars (\$25.00) for each worker employed by the respective contractor or subcontractor in the execution of the services and work requested by the County, for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the California Labor Code. California Labor Code Section 1813 is incorporated herein by this reference, and a copy of that section is attached to this contract as a part of Attachment B.

10. INSURANCE

A. General Liability.

Contractor shall procure, and maintain during the entire term of this Agreement, a policy of general liability insurance which covers all the services and work to be performed by Contractor under this Agreement. Such policy shall have a per occurrence limit for bodily injury, personal injury, and property damage of not less than three million dollars (\$5,000,000). Such policy shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least an "A.M. Best" policyholder's rating of "A:VII" or "A+:VII". Prior to commencing any work under this Agreement, Contractor shall provide the County: 1) a certificate of insurance documenting evidence of the required coverage; 2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and, 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without 30 days' written notice to the County.

B. Business Vehicle.

Contractor shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of five million dollars (\$5,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all Contractor-owned, non-owned, and hired vehicles employed by the Contractor in the performance of the services and work requested by the County, as described in the Scope of Work (Attachment A). Prior to commencing any work under this Agreement, Contractor shall provide the County: 1) a certificate of insurance documenting evidence of the required coverage; 2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and, 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without 30 days' written notice to the County.

C. Pollution Liability

Contractor shall purchase and thereafter maintain Pollution Liability insurance of not less than one million dollars (\$1,000,000) each occurrence/two million dollars (\$2,000,000) policy aggregate covering liability arising from the sudden and accidental release of pollution.

D. Deductibles, Self-Insured Retentions, and Excess Coverage.

Any deductibles or self-insured retentions shall be declared by Contractor and must be approved by the County prior to Contractor commencing services and work requested by the County under this Agreement. At the option of the County, either: the Contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

E. Subcontractors.

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein for Contractor.

F. Unemployment, Disability, and Liability Insurance

Contractor shall maintain, if so required by law, unemployment, disability and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor in performing work associated with this Agreement.

G. Contractor's Insurance Coverage Shall Be Primary

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

11. BOND REQUIREMENTS

Contractor shall furnish and maintain in effect the following bonds: 1) a labor and materials payment bond in an amount equal to one hundred percent (100%) of the contract price; 2) a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price; and, 3) upon project completion and acceptance by the County, a one-year warranty bond in an amount equal to ten percent (10%) of the contract price. The bonds shall comply with the requirements of California Civil Code Section 9554 and must be issued by an "Admitted Surety Insurer." For purposes of this Agreement, an Admitted Surety Insurer means a corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code. Bonds shall be in a form acceptable to the Mono County Counsel. The Attorney-in-Fact (resident agent) who executes the bonds on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge this Power of Attorney as of the date of the execution of the surety bond that it covers. If any surety becomes unacceptable to the County or fails to furnish reports as to its financial condition as requested by the County, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the work contemplated by this Agreement.

12. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, employees, and subcontractors relating to the performance of this Agreement, shall be performed by independent contractors, and not as agents, officers, or employees of the County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the County. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and the County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor (unless otherwise specified herein) shall determine the method, details, and means of performing the services and work to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to the County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to the County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of the County.

13. DEFENSE AND INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, employees, or subcontractors. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any act or omission of Contractor, its agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

This provision shall survive any termination or expiration of this Agreement and remain in effect to meet the intent of this paragraph.

14. RECORDS AND AUDIT

A. Records.

Contractor shall prepare and maintain all records required by the various provisions of this Agreement, and federal, state, County, and municipal law, ordinances, regulations, and directions. Contractor and all subcontractors shall maintain these records for a minimum of four years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits.

Any authorized representative of the County, state, or State Auditor, County, shall have access to the records for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period the records are to be maintained by Contractor. Contractor and any subcontractor shall permit County, the state, and the FHWA if federal participating funds are used in this Agreement, to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by County's Finance Director or her designee. Not later than 30 days after issuance of the final audit report, if any, Contractor may request a review by County's Finance Director of unresolved audit issues. The request shall be submitted in writing. Neither the pendency of an unresolved audit issue, nor its consideration by County will excuse Contractor from full and timely performance in accordance with the terms of the Agreement.

15. NON-DISCRIMINATION

During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color,

ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

16. TERMINATION

The County in may terminate this contract in accordance with Sections 6.11 and 6.12 of the Special Provisions of the Project Manual.

The Contractor may terminate this contract in accordance with Section 6.10 of the Special Provisions of the Project Manual.

If either party elects to terminate the contract, the termination of the contract and the total compensation payable to the Contractor shall be governed by the Special Provisions of the Project Manual, incorporated herein.

17. ASSIGNMENT

This is an agreement for the services of Contractor. The County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of the County.

18. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 25 below.

19. DISPUTE RESOLUTION

Any dispute, other than an audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the Mono County Contract administrator assigned to the project and the Public Works Director, in consultation with the County Counsel, who may consider written or verbal information submitted by the Consultant. Not later than 30 days after completion of all work under the contract, the Consultant may request review by the Mono County Board of Supervisors of unresolved claims or disputes, other than audit. The request for review must be submitted in writing.

Neither the pendency of a dispute, nor its consideration by the committee will excuse the Consultant from full and timely performance in accordance with the terms of this Agreement. These dispute procedures shall in no way replace those procedures provided by California law with regard to making claims against public entities, but shall be construed as being required in addition to all legal procedures that are required under State law to make a claim against a county.

20. CONFIDENTIALITY

Contractor agrees to comply with various provisions of the federal, state, and County laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such privileged, restricted or confidential information and records. Disclosure of such information or records shall be made by Contractor only with the express written consent of the County.

21. CONFLICTS

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services and work under this Agreement.

22. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

23. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or County statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

24. SAFETY

Contractor shall comply with OSHA regulations applicable to Contractor regarding necessary safety equipment and procedures. Contractor shall comply with safety instructions issued by County. Contractor's personnel shall wear hard hats and safety vests at all times while working at the project site. Pursuant to the authority contained in Section 591 of the Vehicle Code, County has determined that such areas are within the limits of the project and are open to public traffic. Contractor shall comply with all applicable requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Contractor shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles. All subcontracts entered into by Contractor shall contain the above provisions.

25. DEBARMENT AND SUSPENSION CERTIFICATION

Contractor's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or 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 to be of ineligible by any federal agency within the past three (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 three (3) years. Any exceptions to this certification must be disclosed to the County.

26. NLRB CERTIFICATION

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 Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court that orders Contractor to comply with an order of the National Labor Relations Board.

27. FUNDING LIMITATION

The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, the County has the option to terminate, reduce, or modify this Agreement, or any of its terms, within 10 days of its notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements (except the requirement of mutual consent) of paragraph "29. Amendment" below.

28. VENUE

This Agreement shall be governed under the laws of the State of California and venue for any litigation under this Agreement shall be the County of Mono, State of California.

29. AMENDMENT

This Agreement may be extended, modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form, and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

30. NOTICE

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or the County shall be required, or may desire, to make, shall be in writing and may be personally serviced, or sent by prepaid first class mail to the respective parties as follows:

County of Mono:
 Department of Public Works
 Post Office Box 457
 Bridgeport, California 93517

Contractor:
 [Contractor]
 [Address]
 [City, State ZIP]

27. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same is in writing executed by the parties hereto. This Agreement includes and is subject to the provisions of the Bid & Contract Documents, including the Project Manual and Project Plans and the Standard Specifications (2010) and the Standard Plans (2010) issued by the California Department of Transportation, as they may have been amended for County's use, which documents are referenced and incorporated herein. Any

modification to those documents prior to the bid opening shall be made by Addendum issued by the County. Any modification hereto after the award of contract shall be made by contract change order that is formally executed by both the County and Contractor in accordance with the provisions of paragraph 25 of this Agreement and/or the Public Contract Code, depending on the dollar amount of the change order.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.

COUNTY OF MONO:

CONTRACTOR:

By: DRAFT

By: DRAFT

Name: Larry K. Johnston

Name: _____

Title: Chair of the Board of Supervisors

Title: _____

Date: _____

Firm: [Name(s) dba] [Contractor]

Date: _____

Approved as to Form:

Tax ID: _____

DRAFT

Stacey Simon
County Counsel

Date

ATTACHMENT A

AGREEMENT BETWEEN THE COUNTY OF MONO AND [CONTRACTOR] FOR JUNE LAKE STREETS REHABILITATION PROJECT

Project No. RPL-5947(047)

TERM:

FROM: [Start Date], 2014

TO: October 30, 2015

SCOPE OF WORK:

The County has selected and contractor shall construct project bid items 1 through 33 (the base project) and SELECT additive Alternative A, B, C and D.

The major work items of this Project are: rehabilitation of local streets, removal of existing sidewalk, curb, gutter, asphalt and placement of new sidewalk, curb and gutter, pedestrian ramps, and drainage facilities and other items or details not mentioned above that shall be performed, placed, constructed, or installed in accordance with Bid & Contract Documents, including the Project Manual and Project Plans and the Standard Specifications (2010) and the Standard Plans (2010) issued by the California Department of Transportation, as they may have been amended for County's use.

Tasks performed in completing the project shall follow generally-accepted practices for the construction industry and shall meet the minimum requirements and guidelines established by federal, state, and local agencies. Work tasks shall be coordinated with the Mono County Department of Public Works.

Note: This Agreement and Scope of Work includes and is subject to the provisions of the Contract Documents, including Project Manual, Project Plans, and the General Prevailing Wage Rates established by the California Department of Industrial Relations in effect on the date of this agreement, which documents are attached hereto and/or by reference incorporated herein.

SCHEDULE OF FEES:

See Bid Schedule, attached hereto and incorporated herein.

WORK SCHEDULE:

See Contract Documents, attached hereto and incorporated herein. Completion of site improvements shall be specified in a Notice of Completion filed in the Office of the County Recorder by Public Works.

ATTACHMENT B**AGREEMENT BETWEEN THE COUNTY OF MONO
AND [CONTRACTOR] FOR
JUNE LAKE STREETS REHABILITATION PROJECT***Project No. RPL-5947(047)***TERM:**
FROM: [Start Date], 2014
TO: October 30, 2015**CALIFORNIA LABOR CODE:**

Sections 1771, 1775, 1776, 1777.5, 1813, and 1815

§ 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

§ 1775. Penalties for violations

- (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.
- (2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:
- (i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
 - (ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
- (B) (i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

- (ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
 - (iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.
 - (C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.
 - (D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.
 - (E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.
- (b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:
- (1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1776, 1777.5, 1813, and 1815.
 - (2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
 - (3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
 - (4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- (c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

§ 1776. Payroll records; retention; inspection; agencies entitled to receive nonredacted copies of certified records; noncompliance penalties; rules and regulations

- (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the

actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
 - (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- (b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.
- (c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).
- (d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.
- (e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.
- (f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

§ 1777.5. Employment of registered apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions; and compliance program

(a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
- (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
- (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
- (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

(A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship standards and requirements under this code.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

§ 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all

violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

§ 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

**COUNTY OF MONO
DEPARTMENT OF PUBLIC WORKS**

SAMPLE PERFORMANCE BOND

Bond No. _____

WHEREAS, the County of Mono, acting by and through the Department of Public Works, has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

JUNE LAKE STREETS REHABILITATION PROJECT

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Mono in the sum of \$ _____ dollars (\$ _____), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Mono, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20__.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

_____	_____
_____	Contractor
_____	Name of Surety (SEAL)
_____	By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, City / County of _____ SS

On this _____ day of _____ in the year 20__ before me _____, a notary public in and for the City / County of _____

_____, personally appeared
 _____, known to me to be the person whose name is
 (*Attorney-in-fact*)
 subscribed to this instrument and known to me to be the Attorney-in-fact of
 _____ and acknowledged to me that he/she subscribed the
 name of the said company thereto as surety, and his/her own name as Attorney-in-fact.

(SEAL)

Notary Public

**COUNTY OF MONO
DEPARTMENT OF PUBLIC WORKS**

SAMPLE PAYMENT BOND
(Sections 9000 et seq., Civil Code)

Bond No. _____

WHEREAS, The County of Mono, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows:

JUNE LAKE STREETS REHABILITATION PROJECT

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ dollars (\$ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety 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 surety will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City / County of _____ SS

On this _____ day of _____ in the year 20__ before me

_____, personally appeared

_____, personally known to me (or proved to me

(Attorney-in-fact)

on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as Attorney-in-fact.

(SEAL)

Notary Public

**COUNTY OF MONO
DEPARTMENT OF PUBLIC WORKS**

SAMPLE WARRANTY BOND

Bond No. _____

KNOW ALL BY THESE PRESENTS that we, _____,
the Contractor in the contract hereto annexed, as Principal, and, _____
as Surety, are held and firmly bound unto the County of Mono in the sum of _____
(\$_____) lawful money of the United States, for which payment, well and truly to be made, we bind
ourselves, jointly and severally, firmly by these presents.

Signed, Sealed, and Dated

The condition of the above obligation is that if said Principal, its successors and assigns, as Contractor in the contract for the work described herein, or its subcontractor, fails to maintain and remedy in a good workmanlike manner the work of **JUNE LAKE STREETS REHABILITATION PROJECT** such that it is free from defects in materials and workmanship for a period of one year commencing on _____ (the "Maintenance Period") and shall indemnify and save harmless the County of Mono, its officers and agents, as stipulated in the contract, said Surety will pay for the same in an amount not to exceed the sum hereinabove set forth, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City / County of _____ SS

On this _____ day of _____ in the year 20__ before me

_____, personally appeared

_____, personally known to me (or proved to me

(Attorney-in-fact)

on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as Attorney-in-fact.

(SEAL)

Notary Public