

CONTRACT

for the Construction of:
2022 CONCRETE REPAIRS PROJECT
SPECIFICATION NO. PW 2022-07

THIS AGREEMENT, made and entered into this **22nd day of August 2023**, by and between the **CITY OF ARROYO GRANDE**, a municipal corporation of the State of California, hereinafter designated City, party of the first part, and **JJ Fisher Construction, Inc** hereinafter designated as Contractor, party of the second part,

WITNESSETH: That the parties hereto do mutually agree as follows:

Recitals.

- A. The City does not have the personnel able and/or available to perform the services required under this agreement.
- B. The City desires to contract out for consulting & construction services certain projects relating to the construction of street repairs.
- C. The Contractor warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. On July 18, 2023, 4 bids were received on the 2022 CONCRETE REPAIRS PROJECT ("Project"). The bids were from JJ Fisher Construction, Inc. for \$520,538, DOD Construction Ltd for \$735,665.00, RCH Construction for \$1,103,926.00 and Brough Construction, Inc. for \$845,981.00. There are sufficient funds in the Project budget to move forward on the Project with the lower apparent bidder.
- G. The City enters into this Agreement in compliance with Public Contract Code 22050.
- H. The City desires to contract with the Contractor to perform the services as described herein.

ARTICLE I. Scope of Work. The City of Arroyo Grande requested bids for the following scope of work. In general, the project consists of the removal of existing and installation of new paver bands in sidewalks, paver crosswalks, curb ramps, curb, gutter, and sidewalk, the installation of exposed aggregate concrete sidewalks, removal and replacement of lifted and/or broken sidewalks, and curb/gutter sections.

For and in consideration of the payments and agreements described herein, Contractor agrees to furnish all materials, equipment and labor and construct all necessary facilities for City required for Project, and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the plans and described in the

specifications incorporated by reference, and to furnish at his own proper cost and expense all tools, equipment, labor, and materials necessary therefore, except such materials as in the said specifications stipulated to be furnished by City, and to do everything required by this Contract and the said specifications and plans, and the requirements of the Engineer under them, to wit:

**BID ITEM LIST FOR
2022 CONCRETE REPAIRS PROJECT
SPECIFICATION NO. PW 2022-07**

Item No.	SS ⁽¹⁾	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
BASE BID – See Plans						
1	3-1.20	Mobilization, Bonds & Insurance	LS	1	\$19,200.00	\$19,200.00
2	12-1.04	Traffic Control	LS	1	\$18,300.00	\$18,300.00
3	13-1.04	Water Pollution Control Program	LS	1	\$1,600.00	\$1,600.00
4	73-1.04	Paver Band (16" Wide)	SF	1,656	\$21.00	\$34,776.00
5	73-1.04	Paver Crosswalk	SF	2,505	\$46.00	\$115,230.00
6	73-1.04	Tree Well	EA	53	\$675.00	\$35,775.00
7	73-1.04	Flush Concrete Curb (12" Wide)	LF	525	\$67.00	\$35,175.00
8	39-3.02D	Remove and Replace 4" HMA	SF	161	\$18.00	\$2,898.00
9	39-3.02D	Remove and Replace 5" HMA	SF	780	\$22.00	\$17,160.00
10	73-1.04	Concrete Curb Ramp (Caltrans Case A)	SF	88	\$56.00	\$4,928.00
11	73-1.04	Concrete Curb Ramp (Caltrans Case C)	SF	317	\$59.00	\$18,703.00
12	73-1.04	Rolled Curb (AG Std. 4040)	LF	75	\$80.00	\$6,000.00
13	73-1.04	Curb (AG Std. 4030)	LF	37	\$85.00	\$3,145.00
14	73-1.04	Sidewalk (AG Std 4110)	SF	1,206	\$28.00	\$33,768.00
15	73-1.04	New Curb and Gutter (AG Std 4030)	LF	16	\$83.00	\$1,328.00
16	73-1.04	Sidewalk Underdrain (24") (AG Std. 3420)	LF	37	\$1,155.00	\$42,735.00
17	73-1.04	Detectable Warning Surface	SF	60	\$45.00	\$2,700.00
18	15-1.04	Adjust Utility Cover to Finished Grade	EA	2	\$975.00	\$1,950.00
19	87-1.04	Install Push Button Assembly	EA	1	\$2,980.00	\$2,980.00
Base Bid Total					\$398,351.00	

ADD ALTERNATE NO. 1 – East Branch and Mason Street						
20	3-1.20	Mobilization, Bonds & Insurance	LS	1	\$4,600.00	\$4,600.00
21	12-1.04	Traffic Control	LS	1	\$4,300.00	\$4,300.00
22	13-1.04	Water Pollution Control Program	LS	1	\$400.00	\$400.00
23	73-1.04	Paver Crosswalk	SF	920	\$46.00	\$42,320.00
24	73-1.04	Flush Concrete Curb (12" Wide)	LF	230	\$67.00	\$15,410.00
25	39-3.02D	Remove and Replace 5" HMA (Digout)	SF	400	\$22.00	\$8,800.00
26	15-1.04	Adjust Utility to Finished Grade	EA	2	\$975.00	\$1,950.00
27	87-1.04	Traffic Loops	LF	180	\$28.00	\$5,040.00
28	73-1.04	Concrete Curb Ramp (Caltrans A88A Case C) Village Concrete	SF	107	\$59.00	\$6,313.00
29	73-1.04	Curb and Gutter	LF	5	\$83.00	\$415.00
30	73-1.04	Sidewalk - Village Concrete	SF	58	\$28.00	\$1,624.00
31	73-1.04	Curb and Gutter - 2ft Gutter	LF	20	\$84.00	\$1,680.00
32	73-1.04	Detectable Warning Surfaces	SF	15	\$45.00	\$675.00
Add Alternate No. 1					\$93,527.00	

(1) refers to section in the Standard Specifications, with modifications in the Special Provisions, that describe required work.

ADD ALTERNATE NO. 2 – Alder and Farroll Sidewalks						
33	3-1.20	Mobilization, Bonds & Insurance	LS	1	\$1,400.00	\$1,400.00
34	12-1.04	Traffic Control	LS	1	\$1,300.00	\$1,300.00
35	13-1.04	Water Pollution Control Program	LS	1	\$200.00	\$200.00
36	73-1.04	Sidewalk	SF	920	\$28.00	\$25,760.00
Add Alternate No. 2					\$28,660.00	

BID SUMMARY

BASE BID	\$398,351.00
ADD ALTERNATE NO. 1	\$93,527.00
ADD ALTERNATE NO. 2	\$28,660.00
TOTAL PROJECT BID = (Base Bid + Alternate Bids)	\$520,538.00

Company Name: JJ Fisher Construction, Inc.

ARTICLE II. Compensation and Payment. For furnishing all said equipment, materials and labor, performing demolition as required, and doing all the work required by this Contract; and for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until its acceptance by City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by City; and for well and faithfully completing the work and the whole thereof, in the manner shown and described in the said plans and specifications and in accordance with the requirements of the City Engineer under them and this Contract, City will pay and Contractor shall receive as full compensation therefore the amounts for such work as installed for the unit prices bid therefore in accordance with the proposal of Contractor, memorialized by the Bid Item List above.

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the City to the Contractor no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the City.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

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

ARTICLE IV. Contract Documents. Contract Documents shall consist of The Notice to Bidders, the Statement of Prevailing Wages, the Bid Requirements, the Contract Bid, the Bond for Faithful Performance, the Bond for Materials and Laborers, the Contract Agreement, the Standard Specifications & Engineering Standards, the Special Provisions and the Project Plans mentioned therein and titled “**2022 CONCRETE REPAIRS PROJECT PW 2022-07**” all of which are either incorporated by reference into or attached to this Contract.

ARTICLE V. Bonds. Contractor shall forthwith furnish in triplicate, a faithful performance bond in an amount equal to 100% of the contract price and a labor and materials bond in an amount equal to 100% of the contract price, both bonds to be written by a surety company acceptable to City and in the form prescribed by law.

ARTICLE VI. Time for Completion and Term. All of Contractor's work on the Project shall be completed within durations established for the individual activities as set forth in the Project Schedule, attached hereto as Attachment 1 ("Work shall commence ten (10) working days from the start of "contract time," as shown in the Notice to Proceed. Contractor shall refer to the invitations for bids, and Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations. The aggregate sum total work of all individual Prime Contractors to the City comprises the entire "Project" and shall be commenced and completed in conformance with the Project Schedule. The entire Project shall be completed within the dates and durations provided in the Project Schedule (Attachment 1). If the Project is not completed within the timelines of this article, the Agreement shall automatically terminate, unless extended in writing by the parties.

ARTICLE VII. Liquidated Damages. Pursuant to Government Code Section 53069.85, if work is not completed within the contract time or in strict accordance with the Project Schedule, it is understood, acknowledged and agreed that the City will suffer damage. It is therefore agreed that the Contractor shall pay to the City the sum of two thousand and two hundred dollars (\$2,200.00) for each and every calendar day of delay beyond the Contract Time, or beyond any completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule, or beyond the time indicated in the Project Schedule for any individual Contract activity.

Contractor expressly understands, acknowledges and agrees that such liquidated damages can and shall be imposed if the Contractor does not meet each and every aspect of any activity schedule, completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule. If the City accepts work or makes any payment under this Agreement after a default by reason of delays, the acceptance of such work and/or payment(s) shall in no respect constitute a waiver or modification of any provisions regarding Contract Time, a completion schedule, the Project Schedule or the accrual of liquidated damages. In the event the same is not paid, the Contractor further agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under the Agreement. This paragraph does not exclude recovery of damages under provisions of the Contract Documents, and is expressly in addition to the City's ability to seek other damages.

Contractor is to refer to the Project Construction Schedule for duration of individual activities. Liquidated damages may be assessed if any individual activity duration exceeds the time indicated for that activity on the Project Construction Schedule.

ARTICLE VIII. Insurance and Indemnity.

GENERAL

You must obtain and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by you, your agents, representatives, employees or subcontractors.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

CITY CONTRACT

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

MINIMUM SCOPE OF INSURANCE

Coverage must be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("Occurrence," Form CG-0001).
2. Insurance Services Office Commercial General Liability Endorsement Form (ISO CG 20 10 85 OR CG 20 10 (ongoing operations) & CG 2037 (completed operations)).
3. Insurance Services Office Form Number CA-0001 (ED. 1/78), covering Automobile Liability, Code 1, "Any Auto," and endorsement CA-0025.
4. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance;
5. Course of Construction insurance covering for all risks of loss.

MINIMUM LIMITS OF INSURANCE

Minimum limits of insurance must be no less than:

1. General Liability: Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
2. Automobile Liability: Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
3. Umbrella or excess liability insurance: Contractor shall obtain and maintain an umbrella or excess liability insurance policy that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:
 - A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
 - Pay on behalf of wording as opposed to reimbursement;
 - Concurrency of effective dates with primary policies; and
 - Policies shall "follow form" to the underlying primary policies.
 - Insureds under primary policies shall also be insureds under the umbrella or excess policies. As required by the State of California;
4. Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with

the laws of the State of California, Section 3700 for all of the subcontractor's employees.

Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

If required by projects Special Provisions provide:

1. Builder's risk insurance. Upon commencement of construction and with approval of City, Contractor shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the City has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be Contractor and City, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the City. The City will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and sublimits and shall be submitted to the City prior to commencement of construction.

OTHER INSURANCE PROVISIONS

Proof of insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this

contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. City and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise requirements. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered,

or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

Timely notice of claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best Rating of no less than A: V, and who are admitted to write policies in the State of California and contribute to the state guaranty fund.

VERIFICATION OF COVERAGE

Contractors shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this Section (actual policy). The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City and are to be received and approved in writing by the City before work commences. The City reserves the right to require complete, certified copies of all insurance policies, including endorsements affecting the coverage required by these Special Provisions at any time.

SUBCONTRACTORS

The Contractor shall include all Subcontractors as named insured under his policies, or shall furnish separate certificates and endorsements for each Subcontractor. All coverage for Subcontractors shall be subject to all of the requirements stated herein.

PRIVATE CONTRACT

A certificate of liability insurance with at least \$1 million in general liability coverage and a CG 2012 additional insured endorsement attached to it.

ARTICLE IX. Governing Documents. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal therefore, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid or proposal conflicting herewith.

ARTICLE XII. Compliance with Statutes and Regulations. Contractor will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

ARTICLE XIII. Notice. All notices or other official correspondence relating to contractual matters between the parties hereto shall be made by personal service or by first class mail, postage prepaid, addressed to the parties as follows:

City: City Clerk
City of Arroyo Grande
300 East Branch Street
Arroyo Grande, California 93420

Contractor: Jayson J Fisher
JJ Fisher Construction, Inc.
261 W. Dana St, Suite 102
Nipomo, CA 93444

ARTICLE XIV. Severability. If any part of this Contract is held invalid by a court of competent jurisdiction, the balance shall retain its full force and effect.

ARTICLE XV. Governing Law; Jurisdiction. This Contract will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Contract will be in San Luis Obispo County, California.

ARTICLE XVI. Authorization. All officers and individuals executing this and other documents on behalf of the respective parties hereby certify and warrant that they have the capacity and have been duly authorized to execute said documents on behalf of the entities indicated.

ARTICLE XVII. Provisions Required by Law. Each and every provision of law and clause required by law to be inserted in this Contract, including but not limited to the following statutorily required provisions, shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE XVIII. Familiarity With Work. By executing this Agreement, Contractor represents that Contractor has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

ARTICLE XIX. Key Personnel. Contractor's key person assigned to perform work under this Agreement is Jacob P. Treder. Contractor shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City which shall not be unreasonably withheld.

ARTICLE XX. Changes. City may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by Contractor and City. The cost or credit to City resulting from changes in the services will be determined in accordance with written agreement between the parties.

ARTICLE XXI. Termination. Except as otherwise provided, City may terminate this Contract at any time with or without cause. Notice of termination shall be provided in writing.

In the event of such termination, the Contractor shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by Contractor shall, at City's option, become City's property, and Contractor will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination. Any reuse of any document for other than their intended use shall be at the sole risk and liability of the City.

Should the Agreement be terminated pursuant to this Section, City may procure on its own terms services similar to those terminated.

ARTICLE XXII. Assignability. This Agreement is for Contractor's professional services. Contractor's attempts to assign the benefits or burdens of this Agreement without City's written approval are prohibited and will be null and void.

ARTICLE XXIII. Permits and Licenses. Contractor will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

ARTICLE XXIV. Independent Contractor. City and Contractor agree that Contractor will act as an independent contractor and will have control of all work and the manner in which is it performed. Contractor will be free to contract for similar service to be performed for other employers while under contract with City. Contractor is not an agent or employee of City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides for its employees. Any provision in this Agreement that may appear to give City the right to direct Contractor as to the details of doing the work or to exercise a measure of control over the work means that Contractor will follow the direction of the City as to end results of the work only.

ARTICLE XXV. Audit of Records. Contractor agrees that City, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. Contractor agrees to provide City, or designee, with any relevant information requested and will permit City, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of

determining compliance with this Agreement. Contractor further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

Contractor will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

ARTICLE XXVI. Corrective Measures. Contractor will promptly implement any corrective measures required by City regarding the requirements and obligations of this Agreement. Contractor will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of Contractor to implement required corrective measures shall result in immediate termination of this Agreement.

ARTICLE XXVII. Final Payment Acceptance Constitutes Release. The acceptance by the Contractor of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Contractor for anything done, furnished or relating to the Contractor's work or services. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Contractor, its employees, sub-Contractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Contractor, its employees, sub-Contractors and agents.

ARTICLE XXVIII. Rules of Construction. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

ARTICLE XXIX. Authority/Modification. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. City Manager, or designee, may execute any such amendment on behalf of City.

ARTICLE XXX. Force Majeure. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

ARTICLE XXXI. Time is of the Essence. Time is of the essence to comply with dates and schedules to be provided.

ARTICLE XXXII. Record Audit. In accordance with Government Code section 8546.7, records of both the City and the Contractor shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

ARTICLE XXXIII. Retention of Securities. Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract, at the request and expense of the Contractor.

ARTICLE XXXIV. Claims. In accordance with the requirements of Public Contract Code Section 9204(e), a copy of Public Contract Code Section 9204 is attached hereto and incorporated into this Agreement herein.

ARTICLE XXXV. Prevailing Wages and DIR Registration. In accordance with California Labor Code Section 1725.5, Contractors and Subcontractors (as defined by California Labor Code Section 1722.1) bidding on or engaging in the performance of any Public Works contracts in California shall be registered with the Department of Industrial Relation.

In accordance with California Labor Code Section 1770 and 1773, the City has determined that prevailing wage rates apply to this project. Copies of the prevailing rates of per diem wages applicable to this Contract are available from the California Division of Labor Statistics and Research at www.dir.ca.gov/dslr/PWP/index.htm or 455 Golden Gate Ave. 9th Floor, San Francisco, CA 94102. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work performed.

Pursuant to California Labor Code Section 1775, the Contractor shall forfeit no more than \$200 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

The following Labor Code sections are hereby referenced and incorporated into this Agreement herein:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
3. Section 1777.5 - Apprenticeship Requirements.
4. Section 1813 - Penalty for Failure to Pay Overtime.
5. Sections 1810 and 1811 - Working Hour Restrictions.
6. Section 1776 - Payroll Records.
7. Section 1773.8 - Travel and Subsistence Pay.

The City will not recognize any claims for additional compensation because of the payment of the wages set forth in the Contract.

In accordance with the requirements of Labor Code Section 1771.4(a)(1), this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

In accordance with the provisions of the California Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.17 of the California Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by a contractor on the Project shall be returned to the Agency. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

IN WITNESS WHEREOF: The parties hereto have caused this Contract to be executed the day and year first above written.

CITY OF ARROYO GRANDE

CONTRACTOR

By: _____
City Manager

By: _____

Title

ATTEST:

Director of Legislative & Information
Services / City Clerk

APPROVED AS TO FORM:

City Attorney

-- END OF CONTRACT --

**ATTACHMENTS TO CONTRACT FOR THE CONSTRUCTION OF:
2022 CONCRETE REPAIRS PROJECT
SPECIFICATION NO. PW 2022-07**

ATTACHMENT 1 – PROJECT SCHEDULE

ATTACHMENT 2 – BOND FOR MATERIALS AND LABORERS

ATTACHMENT 3 – BOND FOR FAITHFUL PERFORMANCE

ATTACHMENT 4 – NOTICE TO BIDDERS, BID BOOK, SPECIAL PROVISIONS

ATTACHMENT 5 – BID ADDENDA

ATTACHMENT 6 – PLANS

ATTACHMENT 7 - PUBLIC CONTRACT CODE SECTION 9204

ATTACHMENT 8 – CDBG PROVISIONS

ATTACHMENT 1 – PROJECT SCHEDULE

CITY OF
ARROYO GRANDE
California

2022 CONCRETE REPAIRS PROJECT, PW 2022-07
EXHIBIT 1 - PROJECT SCHEDULE

1. This Project Schedule is outlines Contract dates and/or durations for the project.
2. Pursuant to the Standard Specifications Section 8-1.02B the Contractor shall, before or at the preconstruction conference, submit their own Critical Path Method (CPM) BaselineSchedule.

Contract Item	Date	Description
Contract Award	8/30/2022	Council approve awarding Contract at City Council Meeting
Notice of Award	9/4/2022	Anticipated
Notice to Proceed (NTP)	9/7/2022	This is the anticipated date for NTP - if this dates changes the dates below will change accordingly. Defines the start of "Contract Time".
Start of "Contract Time"	9/12/2022	1 week after NTP
Date For Final Completion	11/22/2023	Contract Time is established as 50 working days for the BASE BID. The Date for Completion Includes for State Holidays.

ATTACHMENT 2 – BOND FOR MATERIALS AND LABORERS

Bond will be added once received from Contractor after Award

PAYMENT BOND (FOR LABOR AND MATERIAL)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____ as Surety, are held and firmly bound unto the City of Arroyo Grande, in the sum of _____ Dollars (\$ _____) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas said Principal has been awarded and is about to enter into a written contract with the City of Arroyo Grande for the work described in CONTRACT DOCUMENTS FOR THE CONSTRUCTION OF, "2022 CONCRETE REPAIRS PROJECT - PW 2022-07" which is attached hereto, made a part hereof, and to which reference is hereby made for all particulars, and is required by said City to give this bond in connection with the execution of said contract;

NOW THEREFORE, if said Principal, as Contractor in said contract, or Principal's Subcontractor, fail to pay any of the persons referred to in Section 3181 of the Civil Code of the State of California for labor performed, skills or other necessary services bestowed, site improvement made, equipment leased, or appliances, equipment implements, machinery, materials, power, provender, provisions, teams, or trucks furnished or used in, upon, for, or about the performance of the work contracted to be done, or for amounts due under the employment Insurance Act with respect to work or labor performed by any such claimant, said Surety shall pay for the same. In an amount not exceeding the sum specified above; and if suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond is pursuant to the provisions of Ch 7 Div 3, Pt 4, Tit 15, of the Civil Code of the State of California, and shall insure to the benefit of any of the persons referred to in said Civil Code Section 3181, as it now exists or may hereafter be amended, so as to give a right of action to such persons or their assigns in any suit brought upon this bond. No premature payment by said City to said Principal shall exonerate any Surety unless the City Council of said City shall have actual notice that such payment is premature at the time and it is ordered by said Council, and then only to the extent that such payment shall result in loss to such Surety, but in no event more than the amount of such premature payment.

It is agreed, that any alterations in the work to be done, or increase or decrease of the material to be furnished, which may be made pursuant to the terms of said contract shall not in any way release either the Principal or Surety hereunder, nor shall any extension of time granted under the provisions of said contract release either the Principal or Surety, and notice of such alterations or extensions of the contract is hereby waived by the surety.

WITNESS our hands this _____ day of _____, 2023.

Surety

Principal

ALL SIGNATURES MUST BE WITNESSED BY NOTARY (Attach appropriate jurats)

-- END OF PAYMENT BOND --

ATTACHMENT 3 – BOND FOR FAITHFUL PERFORMANCE

Bond will be added once received from Contractor after Award

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and

as Surety, are held and firmly bound unto the City of Arroyo Grande, in the sum of _____ Dollars

(\$ _____) lawful money of the United States, for the payment of which sum, well and truly to be made, has been awarded and is about to enter into a written contract with the City of Arroyo Grande for the work described in the CONTRACT DOCUMENTS FOR THE CONSTRUCTION OF THE “**2022 CONCRETE REPAIRS PROJECT - PW 2022-07**” which is attached hereto, made a part hereof, and to which reference is hereby made for all particulars, and is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly do and perform all of the covenants and obligations of said contract on Principal's part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect. No premature payment by said City to said Principal shall exonerate any Surety unless the City Council of said City shall have actual notice that such payment is premature at the time it is ordered by said Council, and then only to the extent that such payment shall result in loss to such Surety, but in no event more than the amount of such premature payment.

It is agreed, that any alterations in the work to be done, or increase or decrease of the material to be furnished, which may be made pursuant to the terms of said contract shall not in any way release either the Principal or Surety hereunder, nor shall any extensions of time granted under the provisions of said contract release either the principal or surety, and notice of such alterations or extensions of the contract is hereby waived by the Surety.

WITNESS our hands this _____ day of _____, 2023.

Surety

Principal

ALL SIGNATURES MUST BE WITNESSED BY NOTARY (Attach appropriate jurats)

-- END OF FAITHFUL PERFORMANCE BOND --

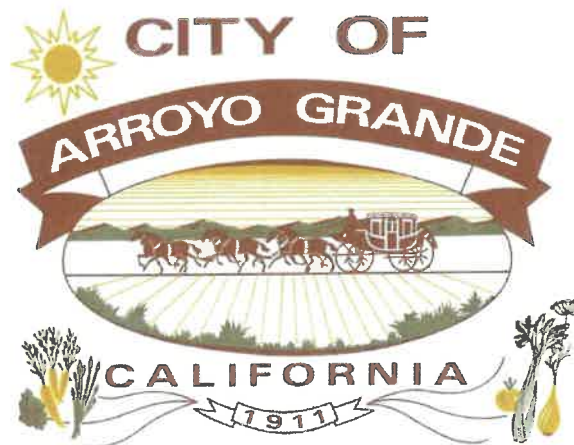
**ATTACHMENT 4 - NOTICE TO BIDDERS, SPECIAL PROVISIONS, TECHNICAL
PROVISIONS, BID BOOK**

**NOTICE TO BIDDERS
SPECIAL PROVISIONS
BID BOOK**

FOR

2022 CONCRETE REPAIRS PROJECT

**SPECIFICATION NO. PW 2022-07
APPROVAL DATE: June 13, 2023
ENGINEERING STANDARDS AND SPECIFICATIONS DATED: APRIL 2016**



**PUBLIC WORKS DEPARTMENT
1375 ASH STREET
ARROYO GRANDE, CA 93420**

This page intentionally blank

2022 CONCRETE REPAIRS PROJECT

Specification No. PW 2022-07

Approval Date: June 13, 2023





Jeffrey A. van den Eikhof

9/15/2023
Date

Recommended for Approval:



Capital Improvement Project Manager

06/19/2023
Date

Approved for Construction:



Director of Public Works

6/20/23
Date

This page intentionally blank.

NOTICE TO BIDDERS

BID SUBMISSION

CITY OF ARROYO GRANDE, CALIFORNIA

Sealed bids will be received by the City of Arroyo Grande at the Public Works Administration Office located at 1375 Ash Street, Arroyo Grande, California 93420, until

2:00 P.M. on July 18, 2023

at which time they will be publicly opened and read aloud. Submit bid in a sealed envelope plainly marked:

**2022 CONCRETE REPAIRS PROJECT
SPECIFICATION NO. PW 2022-07**

Any bid received after the time and date specified will not be considered and will be returned to the bidder unopened. Bids received by Fax or Email will not be considered.

By submission of bid you agree to comply with all instructions and requirements in this notice and the contract documents.

All bids must be submitted on the Bid Item List form(s) provided and submitted with all other Bid Forms included in these Special Provisions.

Each bid must be accompanied by either a:

1. certified check
2. cashier's check
3. bidder's bond

made payable to the City of Arroyo Grande for an amount equal to ten percent of the bid amount as a guaranty. Guaranty will be forfeited to the City Arroyo Grande if the bidder, to whom the contract is awarded, fails to enter into the contract.

The City of Arroyo Grande reserves the right to accept or reject any or all bids or waive any informality in a bid.

All bids are to be compared on the basis of the Public Works Director's estimate of the quantities of work to be done, as shown on the Bid Item List.

Bids will only be accepted from bidders that are licensed in compliance with the provisions of Chapter 9, Division III of Business and Professions Code.

The award of the contract, if awarded, will be to the lowest responsive bid submitted by a responsible contractor whose bid complies with the requirements prescribed herein. If the contract is awarded, the contract will be awarded within 60 calendar days after the opening of the bids.

NOTICE TO BIDDERS

Failure to raise defects in the notice to bidders or bid forms prior to bid opening constitute a waiver of those defects.

BID DOCUMENTS

A copy of the plans and specifications may be downloaded, free of charge, from the City's website at: <http://www.arroyogrande.org/Bids.aspx>. Plans and specifications are available for viewing at the following plan rooms:

1. Central California Builders Exchange
2. Santa Maria Valley Contractors Association
3. Central Coast Builders Association
4. San Luis Obispo County Builders Exchange

A printed copy of the plans and specifications may be obtained by contacting:

Blueprint Express
618 East Grand Avenue
Arroyo Grande, CA 93420
(805) 481-1655

for a non-refundable fee of the cost of duplication.

Standard Specifications and Engineering Standards referenced in the Special Provisions may be downloaded, free of charge, from the City's website at: <http://www.arroyogrande.org/DocumentCenter/Home/View/3151>.

A printed copy of the Standard Specifications and Engineering Standards may be obtained by contacting:

Blueprint Express
618 East Grand Avenue
Arroyo Grande, CA 93420
(805) 481-1655

for a non-refundable fee of the cost of duplication.

You are responsible to obtain all issued addenda prior to bid opening. Addenda will be available to download at the City's website listed above or at the office of the Public Works Director. Contact the Capital Improvement Project Manager, Jill McPeck at (805) 473-5444 or the Public Works Department at (805) 473-5460 prior to bid opening to verify the number of addenda issued.

You are responsible to verify your contact information is correct on the plan holders list located on the City's website at: <http://www.arroyogrande.org/Bids.aspx>.

PROJECT INFORMATION

In general, the project consists of the removal of existing and installation of new paver bands in sidewalks, paver crosswalks, curb ramps, curb, gutter, and sidewalk, the installation of exposed aggregate concrete sidewalks, removal and replacement of lifted and/or broken sidewalks, and curb/gutter sections.

NOTICE TO BIDDERS

The project estimated construction cost for the Base Bid is \$375,000.

Contract time is established as 50 working days.

- A pre-bid meeting will be held on **Tuesday, June 27, 2023 at 2:00 P.M. Meet at Arroyo Grande City Hall. 300 East Branch Street, Arroyo Grande, CA. in the Upstairs Main Conference Room. After the meeting, there will be a job walk on the East Branch Street to see locations of installation of Pavers in crosswalks, sidewalks and tree wells. Attendance at this meeting is highly recommended.**

PREVAILING WAGES

In accordance with the provisions of California Labor Code Sections 1770,1773, 1773.1, 1773.6 and 1773.7 as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773 for the locality in which the work is to be performed. A copy of said wage rates is on file at the office of the Owner. It shall be mandatory upon the contractor to whom the work is awarded and upon any subcontractor under the contractor to pay not less than said specified rates to all workmen employed by them in the execution of the work.

Contractor Registration with Department of Industrial Relations

In accordance with California Labor Code Section 1725.5, Contractors and Subcontractors (as defined by California Labor Code Section 1722.1) bidding on Public Works contracts in California shall be registered with the Department of Industrial Relations prior to bidding. Failure to provide proof of Contractor's registration as part of the Bid shall deem the Bid as non-responsive and will therefore be rejected by Owner.

Compliance Monitoring and Enforcement

In accordance with the requirements of Labor Code Section 1771.4(a)(1), Bidders are hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relation.

QUALIFICATIONS

In accordance with the provisions of California Public Contract Code Section 3300, the City has determined that the contractor shall possess a valid Class A or C8 at the time of bid issuance. Failure to possess the specified license shall render the Bid as non-responsive and shall act as a bar to award of the Contract to any bidder not possessing said license at the time of award. In the event of dispute over classification of the license required, the opinion of the Contractor's State License Board shall prevail.

You must have experience constructing projects similar to the work specified for this project. Provide three similar reference projects completed as either the prime or subcontractor. One of the three reference projects must have been completed under contract with a City, County, State or Federal Government agency as the prime

NOTICE TO BIDDERS

contractor. All referenced projects must be completed within the last five years from this project's bid opening date.

All referenced projects must be for installation of concrete sidewalk facilities, concrete grinding/slicing, tree removal and replacement, and minor irrigation repair work.

Failure to provide reference projects as specified in this section and as required on the qualification form may be cause to reject a bid as being non-responsive.

It is the City of Arroyo Grande's intent to award the contract to the lowest responsive bid submitted by a responsible bidder. If in the bidder's opinion the contract has been or may be improperly awarded, the bidder may protest the contract award.

Protests must be filed no later than five working days after either:

1. bid opening date
2. notification of rejected bid.

Protest must be in writing and received by the project manager located at:

1375 Ash Street
Arroyo Grande, CA 93420.

Valid protests must contain the following information:

1. the reasons for the protest
2. any supporting documentation
3. the ruling expected by the City to remedy the protest.

Any protest not containing all required information will be deemed invalid and rejected.

The City will consider additional documentation or other supporting information regarding the protest if submitted in compliance with the specified time limits. Anything submitted after the specified time limit will be rejected and not be considered.

The Director of Public Works or Designee may request additional information to be submitted within three days of the request, unless otherwise specified, and will notify the protester of the ruling within ten days of the determination.

Pursuant to the Public Records Act (Government Code, §6250, et seq.), the City will make public records available upon request.

AWARD

The lowest bidder will be determined using the BASE BID. The City may, at its discretion, add one, all, or none of the Add Alternates.

The City intends to award a contract to the responsive and responsible bidder with the lowest base bid price. All bids submitted shall be in accordance with the provisions of the contract documents. The City specifically reserves the right, in its sole discretion, to reject any or all bids, to re-bid, or to waive inconsequential defects in bidding not involving time,

NOTICE TO BIDDERS

price or quality of the work. City may waive any minor irregularities in the bids. Any bid may be withdrawn prior to bid opening but not afterward.

As a condition to executing a contract with the City, two bonds each equal to one hundred percent of the total contract price are required in compliance with Section 3-1.05 of the Standard Specifications.

Deposit of Securities in Lieu of Retainage.

The Contractor may elect to receive 100 percent of payment due under the Contract Documents from time to time, without retention of any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the California Public Contract Code. Such securities, if deposited by the Contractor, shall be valued by the City, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit.

Agreement to Assign.

In accordance with Section 4552 of the California Government Code, the bidder shall conform to the following requirements: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act 15 U.S.C. 15, or under the Cartwright Act, Chapter 2.

ACCOMMODATION

If any accommodations are needed to participate in the bid process, please contact the Public Works Department at (805) 473-5460. Requests should be made as soon as possible to allow time for accommodation.

NOTICE TO BIDDERS

This page intentionally blank.

All bid forms must be completed and submitted with your bid. Failure to submit these forms and required bid bond will be cause to reject the bid as nonresponsive. Staple all bid forms together.

THE UNDERSIGNED, agrees that they have carefully examined:

1. the location of the proposed work
2. the plans and specifications
3. read the accompanying instructions to bidders
4. any supplemental project information

and propose to furnish all:

5. materials
6. labor

to complete all the required work satisfactorily in compliance with

7. plans
8. specifications
9. special provisions

for the prices set forth in the bid item list:

BID BOOK

**BID ITEM LIST FOR
2022 CONCRETE REPAIRS PROJECT
SPECIFICATION NO. PW 2022-07**

Item No.	SS111	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
BASE BID - See Plans						
1	3-1.20	Mobilization, Bonds & Insurance	LS	1	\$19,200.00	\$19,200.00
2	12-1.04	Traffic Control	LS	1	\$18,300.00	\$18,300.00
3	13-1.04	Water Pollution Control Program	LS	1	\$1,600.00	\$1,600.00
4	73-1.04	Paver Band (16" Wide)	SF	1,656	\$ 21.00	\$ 34,776.00
5	73-1.04	Paver Crosswalk	SF	2,505	\$ 46.00	\$115,230.00
6	73-1.04	Tree Well	EA	53	\$ 675.00	\$ 35,775.00
7	73-1.04	Flush Concrete Curb (12" Wide)	LF	525	\$ 67.00	\$ 35,175.00
8	39-3.02D	Remove and Replace 4" HMA	SF	161	\$ 18.00	\$ 2,898.00
9	39-3.020	Remove and Replace 5"HMA	SF	780	\$ 22.00	\$17,160.00
10	73-1.04	Concrete Curb Ramp (Caltrans Case A)	SF	88	\$ 56.00	\$ 4,928.00
11	73-1.04	Concrete Curb Ramp (Caltrans Case C)	SF	317	\$ 59.00	\$18,703.00
12	73-1.04	Rolled Curb (AG Std. 4040)	LF	75	\$ 80.00	\$6,000.00
13	73-1.04	Curb (AG Std. 4030)	LF	37	\$ 85.00	\$ 3,145.00
14	73-1.04	Sidewalk (AG Std 4110)	SF	1,206	\$ 28.00	\$ 33,768.00
15	73-1.04	New Curb and Gutter (AG Std 4030)	LF	16	\$ 83.00	\$1,328.00
16	73-1.04	Sidewalk Underdrain (24") (AG Std. 3420)	LF	37	\$1,155.00	\$42,735.00
17	73-1.04	Detectable Warning Surface	SF	60	\$ 45.00	\$ 2,700.00
18	15-1.04	Adjust Utility Cover to Finished Grade	EA	2	\$ 975.00	\$1,950.00
19	87-1.04	Install Push Button Assembly	EA	1	\$ 2,980.00	\$ 2,980.00
Base Bid Total					\$	398,351.00

BID BOOK

ADD ALTERNATE NO. 1 - East Branch and Mason Street						
20	3-1.20	Mobilization, Bonds & Insurance	LS	1	\$4,600.00	\$4,600.00
21	12-1.04	Traffic Control	LS	1	\$4,300.00	\$4,300.00
22	13-1.04	Water Pollution Control Program	LS	1	\$ 400.00	\$ 400.00
23	73-1.04	Paver Crosswalk	SF	920	\$ 46.00	\$ 42,320.00
24	73-1.04	Flush Concrete Curb (12" Wide)	LF	230	\$ 67.00	\$ 15,410.00
25	39-3.02D	Remove and Replace 5" HMA (Diaout)	SF	400	\$ 22.00	\$ 8,800.00
26	15-1.04	Adjust Utility to Finished Grade	EA	2	\$ 975.00	\$1,950.00
27	87-1.04	Traffic Loops	LF	180	\$ 28.00	\$ 5,040.00
28	73-1.04	Concrete Curb Ramp (Caltrans ABBA Case C) Village Concrete	SF	107	\$ 59.00	\$ 6,313.00
29	73-1.04	Curb and Gutter	LF	5	\$ 83.00	\$ 415.00
30	73-1.04	Sidewalk - Village Concrete	SF	58	\$ 28.00	\$1,624.00
31	73-1.04	Curb and Gutter - 2ft Gutter	LF	20	\$ 84.00	\$1,680.00
32	73-1.04	Detectable Warning Surfaces	SF	15	\$ 45.00	\$ 675.00
Add Alternate No. 1					\$	93,527.00

(1) refers to section in the Standard Specifications, with modifications in the Special Provisions, that describe required work.

ADD ALTERNATE NO. 2 - Alder and Farroll Sidewalks						
33	3-1.20	Mobilization, Bonds & Insurance	LS	1	\$1,400.00	\$1,400.00
34	12-1.04	Traffic Control	LS	1	\$1,300.00	\$1,300.00
35	13-1.04	Water Pollution Control Program	LS	1	\$ 200.00	\$ 200.00
36	73-1.04	Sidewalk	SF	920	\$ 28.00	\$ 25,760.00
Add Alternate No. 2					\$	28,660.00

BID SUMMARY

BASE BID	\$	398,351.00
ADD ALTERNATE NO. 1	\$	93,527.00
ADD ALTERNATE NO. 2	\$	28,660.00
TOTAL PROJECT BID= (Base Bid+ Alternate Bids)	\$	520,538.00
Company Name: JJ Fisher Construction, Inc.		

BID BOOK

LIST OF SUBCONTRACTORS

Pursuant to Section 4100 of the Public Contracts Code and section 2-1.33C of the standard specifications, the Bidder is required to furnish the following information for each Subcontractor performing more than 1/2 percent (0.5%) of the total base bid. Do not list alternative subcontractors for the same work. Subcontracting must not total more than fifty percent (50%) of the submitted bid except as allowed in Section 5-1.13A of the standard specifications.

For Streets & Highways projects, subcontractors performing less than ten thousand dollars (\$10,000) worth of work need not be mentioned. Subcontractors must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 to be listed.

NOTE: If there are no subcontractors, write "NONE" and submit with bid.

Name Under Which Subcontractor is Licensed	License Number/ DIR Number	Address and Phone Number of Office, Mill or Shop	Specific Description of Subcontract	% of Total Base Bid
LEE WILSON ELECTRIC COMPANY INC	851738 / 1000007719	P O BOX 250 ARROYO GRANDE, CA 93421	TRAFFIC LOOPS /	1.2 % (OF TOTAL BID)
_____	_____	_____	_____	_____
_____	_____	(805) 489-4216	PUSH BUTTON ASSEMBLY(S)	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Attach additional sheets as needed.

BID BOOK

NONCOLLUSION DECLARATION

I, JAYSON J FISHER, declare that
I am CEO of JJ FISHER CONSTRUCTION, INC

the party making the foregoing bid 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 refrained 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.

Executed on JULY 18, 2023, in NIPOMO

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(SEAL)

(Signature and Title of Declarant)

Subscribed and sworn to before me
this _____ day of _____, 20____

Notary Public

Company Name: JJ FISHER CONSTRUCTION, INC

**SEE ATTACHED FOR
NOTARY CERTIFICATE**

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 18 day of July, 2023

J.J. Fisher Construction, Inc.
(Name of Organization)

CEO
(Title of Person Signing)

[Handwritten Signature]
(Signature)

ACKNOWLEDGEMENT

STATE OF CA)
COUNTY OF San Luis Obispo) ss



Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 18 day of July, 2023

Stephanie Lynn Lowry
Notary Public Signature

My Commission Expires: March 12, 2027

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

PROJECT: 2022 CONCRETE REPAIRS PROJECT, PW 2022-07

I, JAYSON J FISHER the CEO of
(Name) (Title)

JJ FISHER CONSTRUCTION, INC, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code §3700(a) and (b) provides:

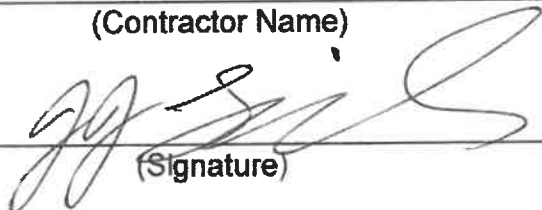
"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

JJ FISHER CONSTRUCTION, INC
(Contractor Name)

By: 
(Signature)

JAYSON J FISHER
(Typed or Printed Name)

BID BOOK

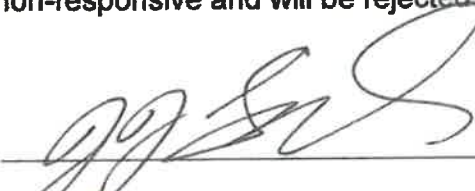
Bidder Acknowledgements

By signing below, the bidder acknowledges and confirms that this bid is based on the information contained in the contract documents, including the notice to bidders, plans, specifications, special provisions, and addendum number(s) 1,2.
(Note: You are responsible to verify the number of addenda prior to the bid opening.)

The undersigned further agrees that in case of default in executing the required contract, with necessary bonds, within eight days, (not including Saturdays, Sundays, and legal holidays), after having received a mailed notice that the contract is ready for signature, the proceeds of the check or bond accompanying his bid will become the property of the City of Arroyo Grande.

Licensed in accordance with an act providing for the registration of contractors, License No. 939644, Expiration Date 4/30/2024.

The above statement is made under penalty of perjury, and any bid not containing this information "will be considered non-responsive and will be rejected" by the City.

Signature of Bidder 
JAYSON J FISHER CEO
(Print Name and Title of Bidder)

Business Name (DBA): JJ FISHER CONSTRUCTION, INC

Owner/Legal Name: JJ FISHER CONSTRUCTION, INC

Indicate One: Sole-proprietor Partnership Corporation

List Partners/Corporate Officers:

<u>JAYSON J FISHER</u>	<u>CEO</u>
Name	Title
<u>Mark Sczbecki</u>	<u>CFO</u>
Name	Title
_____	_____
Name	Title
_____	_____
Name	Title

BID BOOK

Business Address [261 W. DANA ST. SUITE 102](#)

City, State, Zip Code [NIPOMO, CA, 93444](#).....

Mailing Address [PO BOX 2219](#).....

City, State, Zip Code [NIPOMO, CA, 93444](#).....

Phone Number [805-723-5220](#).....

Fax Number [805-723-5221](#)

Email Address JJ@JFISHERCONSTRUCTION.COM

DIR Number [1000003980](#)

Date [JULY 18, 2023](#)

BID BOOK

Qualifications

Failure to furnish complete reference information, as specified in this project's Notice to Bidders, is cause to reject the bid.

Reference Number 1

Customer Name & Contact Individual CITY OF GROVER BEACH - MEASURE K REHABILITATION & REPAIR PROJECT NEWPORT AVE., N. 4TH ST TO OAK PARK BLVD AARON HILTON	
Telephone & Fax Number 805-279-6864	
Street Address, City, State, Zip Code 154 S. 8TH ST. GROVER BEACH, CA. 93433	
Is this similar to the project being bid? Yes No <input type="checkbox"/>	Describe the services provided and how this project is similar to that which is being bid: CONSTRUCTION COORDINATION, GRADING, PAVING, UNDERGROUND, REMOVAL AND REPLACEMENT OF CONCRETE CURB, GUTTER, SIDEWALK, ROADWAY EXCAVATION, SIGNAGE Date project completed: 2020
Was this contract for a public agency? Yes No <input type="checkbox"/>	

BID BOOK

Reference Number 2

Customer Name & Contact Individual	
CITY OF SOLVANG 5TH STREET SIDEALK MATT VAN DER LINDEN	
Telephone & Fax Number	
805-688-5575	
Street Address, City, State, Zip Code	
411 SECOND ST. SOLVANG, CA. 93463	
Is this similar to the project being bid? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Describe the services provided and how this project is similar to that which is being bid: CONSTRUCTION COORDINATION, STORMWATER MANAGEMENT, CONCRETE CURB, GUTTER, SIDEWALK, ASPHALT PATCH Date project completed: 2021
Was this contract for a public agency? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	

BID BOOK

Reference Number 3

Customer Name & Contact Individual	
CITY OF SANTA MARIA SURFACE IMPROVEMENTS CHRIS PETRO	
Telephone & Fax Number	
805-925-0951 EXT 481	
Street Address, City, State, Zip Code	
110 E. COOK ST. SANTA MARIA, CA. 93454	
Is this similar to the project being bid? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Describe the services provided and how this project is similar to that which is being bid: REMOVE & REPLACE ASPHALT, CONCRETE CURB, GUTTER, SIDEWALK, SPANDREL, ADA RAMPS, CROSS GUTTER
Was this contract for a public agency? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Date project completed: 2019	

BID BOOK

ATTACH BIDDER'S BOND TO ACCOMPANY BID

Know all men by these presents:

That we JJ FISHER CONSTRUCTION, INC., AS PRINCIPAL,
and THE OHIO CASUALTY INSURANCE COMPANY, AS SURETY,

are held and firmly bound unto the City of Arroyo Grande in the sum of:

TEN PERCENT OF AMOUNT BID Dollars

(10% OF BID) to be paid to said City 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 certain bid of the
above bounden JJ FISHER CONSTRUCTION, INC.

to construct 2022 CONCRETE REPAIRS PROJECT SPECIFICATION NO. PW 2022-07
(insert name of street and limits to be improved or project)

dated JULY 18TH, 2023 is accepted by the City of Arroyo Grande, and if the

above bounden JJ FISHER CONSTRUCTION, INC., his heirs, executors, administrators, successors, and assigns shall duly enter into and execute a contract for such construction and shall execute and deliver the two bonds described within ten (10) days (not including Saturdays, Sundays, or legal holidays) after the above bounden, JJ FISHER CONSTRUCTION, INC., has received notice by and from the said City of Arroyo Grande that said contract is ready for execution, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 14TH day of
JULY, 2023.

BID BOOK

Bidder Principal:

JJ FISHER CONSTRUCTION, INC.

Signature



Date

July 18, 2023

Printed Name: Jayson J Fisher
Title: CEO

Surety:

THE OHIO CASUALTY INSURANCE COMPANY

By:



BRITTON CHRISTIANSEN, ATTORNEY-in-FACT

Bidder's signature is not required to be notarized. Surety's signature must be notarized.
Equivalent form may be substituted



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201903-969577

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Britton Christiansen; Myma Smith; Philip E. Vega; Kevin E. Vega

all of the city of Covina state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of August, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 15th day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14TH day of JULY, 2023.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of LOS ANGELES)

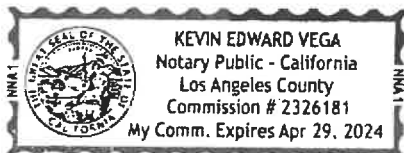
On JUL 14 2023 before me, Kevin Edward Vega, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Britton Christiansen, Attorney-in-Fact
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

SPECIAL PROVISIONS

ORGANIZATION

Special provisions are under headings that correspond with the main section heading of the Standard Specifications. Each special provision begins with a revision clause that describes or introduces a revision to the Standard Specifications. Any paragraph added or deleted by a revision clause does not change the paragraph number of the Standard Specifications for any other reference to a paragraph of the Standard Specifications.

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to Section 1-1.01 GENERAL

The work must be done in compliance with the City of Arroyo Grande, Department of Public Works:

1. 2022 Concrete Repairs Project, PW 2022-07 Special Provisions
2. City of Arroyo Grande Engineering Standards and Standard Specifications – 2016 edition
3. State of California, Department of Transportation Standard Specifications and Standard Plans – 2015 edition

In case of conflict between documents, governing ranking must comply with section 5-1.02 of the City of Arroyo Grande's Standard Specifications.

Failure to comply with the provisions of these sections is a material breach of contract:

1. Sections 6 through 8 of the Standard Specifications
2. Section 12 through 15 of the Standard Specifications
3. Section 77-1 of the Standard Specifications
4. Section 81 of the Standard Specifications
5. authorized working hours
6. OSHA compliance

Replace Holiday in Section 1-1.07B Glossary with:

Holiday: Holiday shown in the following table for 2023:

SPECIAL PROVISIONS

2022 Holidays

Holiday	Date observed
New Year's Day	January 1 st
Martin Luther King Day	January 16 th
Lincoln's Birthday	February 13 th
President's Day	February 20 th
Memorial Day	May 29 th
Independence Day	July 4 th
Labor Day	September 4 th
Veterans Day	November 11 th
Thanksgiving Day	November 23 rd
Day Following Thanksgiving	November 24 th
Day Before Christmas	December 24 th
Christmas	December 25 th
New Year's Eve	December 31 st

Replace Section 1-1.12 with:

1-1.12 MISCELLANY

Make checks and bonds payable to the City of Arroyo Grande.

3 CONTRACT AWARD AND EXECUTION

Add to Section 3-1.20 PAYMENT

Payment for Mobilization, Bonds, and Insurance is on a lump sum basis as indicated in the Bid Schedule.

4 SCOPE OF WORK

Add to Section 4-1.03 WORK DESCRIPTION

The work should be in compliance with the City Standards and the special provision for general, material, construction, and payment specifics. The reference to specific sections does not relieve the Contractor from compliance with State and local statutes, City Standards, and the Contract Documents.

5 CONTROL OF WORK

Add to Section 5-1.36D Nonhighway Facilities

Existing third-party (non-City-owned) utilities are shown on project plans for information purposes only. It is your responsibility to contact "Underground Service Alert USA" and have site marked prior to start of excavation or sawcutting. The City of Arroyo Grande is not responsible for any:

- damages
- costs
- delay
- expenses

SPECIAL PROVISIONS

resulting from a third-party underground facility operator's failure to comply with stipulations as set forth in 4216.7.(c) of California Government Code.

Add to Section 5-1.43A General

Potential claim forms are located on the Caltrans' website:

<http://www.dot.ca.gov/hq/construc/forms.htm>

Effective January 1, 2017, the provisions of Public Contract Code Section 9204 govern claims by the Contractor to the City.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Delete from 6th paragraph of Section 7-1.03 PUBLIC CONVENIENCE

Delete "in Arroyo Grande" from the phrase, "Of two individuals in Arroyo Grande,".

Add to Section 7-1.03B Traffic Control Plan

Work hours are restricted to 8:00 a.m. to 5:00 p.m. on all streets.

Provide traffic control plan at or before the preconstruction meeting. Traffic control plan must be drawn to scale. Upon approval of the traffic control plan, the City will issue a no-fee Encroachment Permit. Permittee (Contractor) is responsible to comply with all conditions of the traffic control plan. Complete work using due diligence in order to restore free flowing of traffic in a safe manner.

DIVISION II GENERAL CONSTRUCTION

13 WATER POLLUTION CONTROL

Add to 2nd paragraph in Section 13-1.01A Summary

A minor WPCP plan form may be obtained on the City's website:

<https://www.arroyogrande.org/DocumentCenter/View/3155/Water-Pollution-Control-Plan-for-Minor-Projects>

15 EXISTING FACILITIES

Add to Section 15-1.03 CONSTRUCTION

The Contractor shall preserve any existing utility facilities within the project area unless otherwise noted.

Before construction, city trash cans will be moved to the side and protected. Existing business outdoor dining areas will be temporarily moved and protected. Post-construction, return city trash cans and outdoor dining areas to their original position and state.

SPECIAL PROVISIONS

Add to Section 15-1.04 Payment

Protection and Replacement of existing city and private facilities shall be included in the price paid for various items of work.

DIVISION III EARTHWORK AND LANDSCAPE

17-2 CLEARING AND GRUBBING

Add to Section 17-2.01 General

Comply with City of Arroyo Grande Municipal Code Chapter 12.16- Community Tree Program.

All tree removal work is to be overseen by an International Society of Arboriculture Certified Arborist following best management practices as established by the International Society of Arboriculture (ISA) and Tree Care Industry Association ANSI A300 standards.

Add to Section 17-2.03A General

Mark all trees to be removed with a dot of red paint on the trunk side facing the street. City Staff must verify all trees for removal before work.

Submit a Traffic Control Plan for approval by the City Engineer in advance of any work that impacts a travel way.

Notify and coordinate with the utility company for the removal of branches extending through power and/or telephone lines, so removal operations will not be delayed.

Protect sidewalks, curbs, streets, other public and private facilities, housing property, and automobiles from damage.

The Contractor shall locate, protect and preserve all existing landscape irrigation adjacent to the project areas and is responsible for repairing or replacing any existing landscape irrigation damaged during construction activities.

Add to Section 17-2.03B Clearing

Clear trees indicated for removal on the plans.

Replace Section 17-2.03C Grubbing with the following:

Grub all construction areas around trees to be removed to a minimum depth of 12-inches in a 3-foot radius around the existing tree or as necessary to remove all trees, existing stumps, roots, buried logs, root barriers, and other objectionable material. All such items visible on the surface will be removed. Grubbing and tree root grinding is required to a minimum depth of 24-inches within 1.5 feet of the existing tree or as necessary to allow for a new tree to be planted in the exact location as the existing tree. Do not leave any "hump" or mounds in the parkway area adjacent to the tree removal area.

SPECIAL PROVISIONS

Backfill all parkway areas with native topsoil to provide a level surface that is flush with the new and existing facilities.

Replace Section 17-2.03D Disposal of Materials with the following:

Dispose of all objectionable materials resulting from clearing and grubbing activities.

Replace Section 17-2.04 Payment with the following:

Payment for tree removal is paid on a unit cost basis as identified in the Bid Schedule.

19 EARTHWORK

Replace Section 19-2.04 Payment with the following:

Payment for "Grading of Hillside and Removal of Excess Material" is on a lump sum basis. It includes excavating, grading, and removing all excess materials within the defined project limits. The Contractor is responsible for verifying and adjusting estimated quantities as necessary.

20 LANDSCAPE

Add the following to Section 20-3.01B(2)(b)(ii) Carpobrotus and Delosperma Cuttings

When removing ice plant, use the following to make ice plant plugs to be replanted in jute netting after construction:

Carpobrotus Cuttings - Take tip cuttings from healthy, vigorous Carpobrotus and Delosperma plants that are free of pests and disease.

Carpobrotus cuttings must be 10 inches or more in length and not have roots. Plant ground cover plants 1 foot on center.

DIVISION IV SUBBASES AND BASES

26 AGGREGATE BASES

Replace Section 26-1.04 Aggregate Bases with the following:

Unless specifically called out in the Bid Schedule, measurement and payment for aggregate base shall be made as a part of the types of work in which they are utilized.

SPECIAL PROVISIONS

DIVISION V SURFACING AND PAVEMENTS

39 ASPHALT CONCRETE

Replace Section 39-3.02D Replace Asphalt Concrete Surfacing with the following:
Payment for removal and replacement of hot mix asphalt is included in the price for the work unless specifically called out in the Bid Schedule.

DIVISION VIII MISCELLANEOUS CONSTRUCTION

73 CONCRETE CURBS AND SIDEWALKS

Add to Section 73-1.03A General

Remove tile bands and install new brick paver bands.

Comply with Section 73-5 Village Style Sidewalk – Exposed Aggregate for sidewalks and ramps in the Village area.

Add Section 73-4.03C Brick Pavers

Remove existing tiles where shown on the plans.

Use Bear Path Pavers by Pacific Clay Products, Inc or approved equivalent (carried by Air Vol Block).

- Color – Red Flash
- Thickness
 - Pedestrian Area – 2-1/4"
 - Vehicular Area – 2-5/8"

Install per the plans and manufacturer's recommendations.

For tree wells, submit paver edging specifications for approval.

Add to Section 73-1.04 PAYMENT

Payment for Pavers will be on a unit-cost basis as indicated in the Bid Schedule. The price includes aggregate base, bedding sand, and paver edging for the tree wells.

Payment for Sidewalk Underdrain is on a linear foot basis.

87 ELECTRICAL SYSTEMS

Add Section 87-1.04 PAYMENT

Payment for Inductive Loop Detector is on a linear foot basis measured from one end of the loop to the other.

Payment for Push Button Assemblies is on a unit cost basis.

ATTACHMENT 5 – BID ADDENDA

ADDENDUM NO. 1

Date: July 7, 2023
 To: All Plan Holders
 From: Paul Henderson
 Capital Improvement Project Manager (Interim)
 Subject: **2022 Concrete Repairs Project, PW 2022-07**



Receipt of this Addendum must be acknowledged by writing “Addendum No. 1” on the outside of the bid envelope.

This addendum forms a part of the Contract Documents and modifies the original plans and/or Special Provisions dated June 13, 2023, as noted herein. This addendum contains the following information:

Add. Item	Clarifications / Questions / Answers
1.01	<p>Clarification 01: Basis of Award</p> <p>a. The Notice to Bidders, Page IV, AWARD section is hereby changed as follows:</p> <p style="margin-left: 40px;">i. Change from: The lowest bidder will be determined using the BASE BID. The City may, at its discretion, add one, all, or none of the Add Alternates.</p> <p style="margin-left: 40px;">ii. Change to: <i>The lowest bidder will be determined using the sum of the BASE BID, ADD ALTERNATE NO. 1 and ADD ALTERNATE NO. 2. The City may, at its discretion, add one, all, or none of the Add Alternates.</i></p>
1.02	<p>Clarification 02: Timing of Contract Award & Construction of Ramps Near School</p> <p>a. It is the City’s intention to award the contract to the lowest responsible bidder at the 07/25/2023 City Council meeting, to provide the Contractor with the opportunity to complete ramps before school returns on 08/17/2023 (Harloe Elementary)</p>
1.03	<p>Clarification 03: Traffic Control on East Grand</p> <p>a. The City requires a minimum of 1-way through traffic on East Branch Street throughout construction</p> <p>b. Parking lanes will be available to the contractor to use for traffic movement, including the outdoor dining parklets, which will be removed by others prior to the Contractor commencing onsite work</p> <p>c. Prior to commencing onsite work, the Contractor shall submit a plan for construction and traffic management, including sequencing, for the crosswalks. The Contractor shall allow 1 week for the City to review this plan and provide comments.</p> <p>d. The crosswalk work shall be as short of a duration as possible, the City desires a 2-week maximum window for start to completion of the crosswalk work</p> <p>e. When crosswalks are closed for construction the Contractor shall provide a temporary crossings, including ramps that meet ADA requirements</p>

1.04	<p>Clarification 04: Surface Mounted Flashing Beacons</p> <p>a. The existing surface mounted flashing beacons (in-roadway lights) shall be salvaged by the Contractor and delivered to the City Corporation Yard.</p>
1.05	<p>Clarification 05: Material for Tree Surrounds</p> <p>a. Tree wells to be finished with 100% black plastic tree grate, meeting ADA requirements, cut to size, finished flush with adjacent bricks and secured in place.</p> <p>b. Tree grate mounting shall be per the manufacturer specification.</p> <p>c. Example product is the Poly-Grate II manufactured by Structural Plastics Corp, or approved equivalent.</p> <p>d. Contractor shall submit tree grate manufacturer specification for approval.</p> <p>e. Tree grates payment included in Bid Item 6.</p>
1.06	<p>Clarification 06: Changes to Special Provisions</p> <p>a. SPECIAL PROVISIONS, DIVISION III EARTHWORK AND LANDSCAPE is hereby changed as provided in Addendum 1, Attachment 1.</p>
1.07	<p>Clarification 07: Tree Removal Clarification</p> <p>a. No trees are to be removed as part of this project.</p> <p>b. If the Contractor requires tree trimming for Traffic Control, or other purposes, 10 working days notification shall be provided to the City Project Manager who will coordinate with the City Arborist. The Contractor is not responsible for tree trimming costs.</p>
1.04	<p>Clarification 08: Pre-Bid Meeting Sign In Sheet</p> <p>a. The Pre-Bid meeting sign in sheet is included as Addendum 1, Attachment 2.</p>

Please contact Paul Henderson at (805) 468-9927, phenderson@arroyogrande.org, if you have any questions.

Attachment 1 – Special Provisions Changes

SPECIAL PROVISIONS

Add to Section 15-1.04 Payment

Protection and Replacement of existing city and private facilities shall be included in the price paid for various items of work.

DIVISION III EARTHWORK AND LANDSCAPE

17-2 CLEARING AND GRUBBING

Add to Section 17-2.01 General

Comply with City of Arroyo Grande Municipal Code Chapter 12.16- Community Tree Program.

All tree removal work is to be overseen by an International Society of Arboriculture Certified Arborist following best management practices as established by the International Society of Arboriculture (ISA) and Tree Care Industry Association ANSI A300 standards.

Add to Section 17-2.03A General

~~Mark all trees to be removed with a dot of red paint on the trunk side facing the street. City Staff must verify all trees for removal before work.~~

Submit a Traffic Control Plan for approval by the City Engineer in advance of any work that impacts a travel way.

~~Notify and coordinate with the utility company for the removal of branches extending through power and/or telephone lines, so removal operations will not be delayed.~~

Protect sidewalks, curbs, streets, other public and private facilities, housing property, and automobiles from damage.

The Contractor shall locate, protect and preserve all existing landscape irrigation adjacent to the project areas and is responsible for repairing or replacing any existing landscape irrigation damaged during construction activities.

~~Add to Section 17-2.03B Clearing~~

~~Clear trees indicated for removal on the plans.~~

Replace Section 17-2.03C Grubbing with the following:

Grub all construction areas around trees to be removed to a minimum depth of 12-inches in a 3-foot radius around the existing tree or as necessary to remove all trees, existing stumps, roots, buried logs, root barriers, and other objectionable material. All such items visible on the surface will be removed. Grubbing and tree root grinding is required to a minimum depth of 24-inches within 1.5 feet of the existing tree or as necessary to allow for a new tree to be planted in the exact location as the existing tree. Do not leave any "hump" or mounds in the parkway area adjacent to the tree removal area.

SPECIAL PROVISIONS

~~Backfill all parkway areas with native topsoil to provide a level surface that is flush with the new and existing facilities.~~

Replace Section 17-2.03D Disposal of Materials with the following:

~~Dispose of all objectionable materials resulting from clearing and grubbing activities.~~

Replace Section 17-2.04 Payment with the following:

~~Payment for tree removal is paid on a unit cost basis as identified in the Bid Schedule.~~

19

EARTHWORK

Replace Section 19-2.04 Payment with the following:

Payment for "Grading of Hillside and Removal of Excess Material" is on a lump sum basis. ~~It includes excavating, grading, and removing all excess materials within the defined project limits. The Contractor is responsible for verifying and adjusting estimated quantities as necessary.~~

20

LANDSCAPE

Add the following to Section 20-3.01B(2)(b)(ii) ~~Carpobrotus and Delosperma Cuttings~~

When removing ice plant, use the following to make ice plant plugs to be replanted in jute ~~netting after construction:~~

~~- Carpobrotus Cuttings- Take tip cuttings from healthy, vigorous ~~Carpobrotus and Delosperma~~ plants that are free of pests and disease.~~

~~Carpobrotus cuttings must be 10 inches or more in length and not have roots. Plant ground cover plants 1 foot on-center.~~

DIVISION IV SUBBASES AND BASES

26 AGGREGATE BASES

Replace Section 26-1.04 Aggregate Bases with the following:

Unless specifically called out in the Bid Schedule, measurement and payment for aggregate base shall be made as a part of the types of work in which they are utilized.

Attachment 2 – Pre Bid Meeting Sign In Sheet

PRE-BID CONFERENCE ATTENDEES

OWNER: City of Arroyo Grande

PROJECT: 2022 Concrete Repairs Project

PROJECT NO.: PW 2022-07

LOCATION: City Hall 300 East Branch Street Arroyo Grande, CA 93420

DATE/TIME: Tuesday, June 27, 2023 2pm



ID	Name	Organization	Role	Email	Phone
1	Shannon Sweeney	City of Arroyo Grande	City Engineer	ssweeney@arroyo.grande.org	
1	Steve Kahn	City of Arroyo Grande	City Engineer (Previous Interim)	skahn@arroyo.grande.org	
2	Ron Simpson	City of Arroyo Grande	Public Works Manager	rsimpson@arroyo.grande.org	
3	Chuck McConnon	City of Arroyo Grande	City Inspector	cmcconnon@arroyo.grande.org	
4	Jeff van den Eikhof	Eikhof Design Group	Engineer of Record	jeff@eikhofdesigngroup.com	
5	Erstian Zarate	Broug (Construction, Inc.)	PM	Estimators@broug-construction.com	805-481-7779
6	Dylan Sweet	Stevill Co.	PM	andreas@stevillco.com	805-354-2730
7	DAN KIES	CITY OF AG	STREETS SUPERVISOR	DKIES@ARROYOGRANDE.ORG	805-260-2025
8					

ADDENDUM NO. 2

Date: July 13, 2023
 To: All Plan Holders
 From: Paul Henderson
 Capital Improvement Project Manager (Interim)
 Subject: **2022 Concrete Repairs Project, PW 2022-07**



Receipt of this Addendum must be acknowledged by writing “Addendum No. 2” on the outside of the bid envelope.

This addendum forms a part of the Contract Documents and modifies the original plans and/or Special Provisions dated June 13, 2023, as noted herein. This addendum contains the following information:

Add. Item	Clarifications / Questions / Answers
2.01	Clarification 01: Engineer’s Estimate a. The Engineer’s Estimate for the Project is \$395,000
2.02	Clarification 02: Project Layout a. Surveying and/or layout is not provided by the City b. The Contractor is responsible for layout, which will be reviewed by the City Inspector
2.03	Clarification 03: Bid Question Period a. The City will not respond to Bidder questions received after 5pm 07/13/2023.

Please contact Paul Henderson at (805) 468-9927, phenderson@arroyogrande.org, if you have any questions.

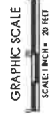
ATTACHMENT 6 – PLANS

CONSTRUCTION NOTES

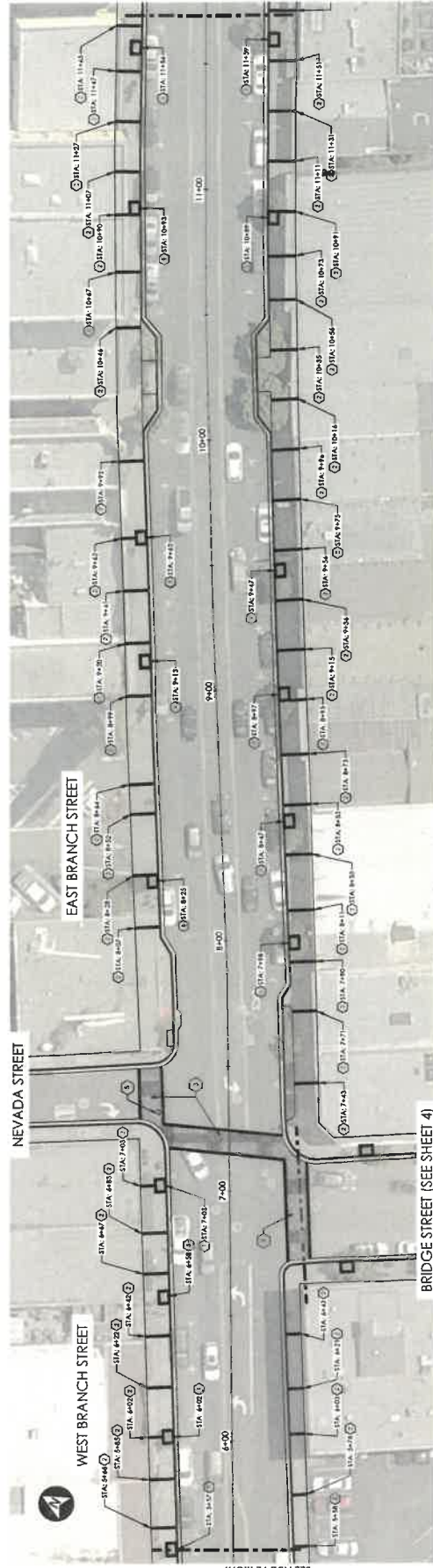
- 1 REMOVE EXISTING TREE WELL AND REPLACE WITH DETAIL ON SHEET 4
- 2 REMOVE EXISTING TREE LAMP AND REPLACE WITH DETAIL ON SHEET 4
- 3 REMOVE EXISTING ADA CUREDBUILD AND REPLACE WITH DETAIL ON SHEET 4
- 4 REMOVE AND REPLACE TYPE C LOOP DETECTOR PER CALTRANS STD. PLAN PG. 58 (SEE PLAN FOR FINISH)
- 5 ADJUST EXISTING TO FINISH GRADE
- 6 INSTALL INTERSECTION ASSEMBLY AND POSITIVE CASTER MATS PER SPEC AND BSA AT LOCATION DETERMINED BY THE CITY



SEE BELOW LEFT



GRAPHIC SCALE
SCALE: 1" = 20' FEET



SEE ABOVE RIGHT

SEE SHEET 3

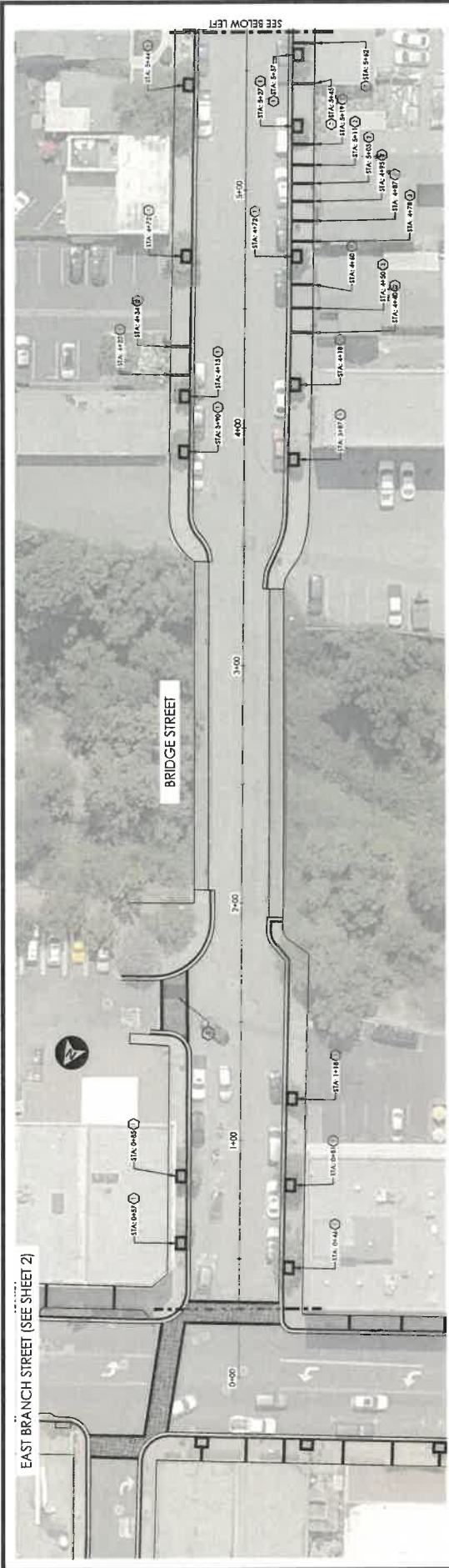
DESCRIPTION:	DATE:	APPD. BY:	DESIGN FIRM:	 EIKHOF DESIGN GROUP 4825 ELL CAMINO REAL SUITE 210, SUITE 210 SAN JOSE, CA 95128 WWW.EIKHOFDESIGNGROUP.COM	SEAL: 	PREPARED UNDER THE DIRECTION OF: _____ DATE: 6/17/2025 APPROVAL: VAN DER BEMPDE, JEFFREY DATE: _____	REFERENCE NO. PM 2022-07
	DESIGNED BY: JAN DRAWN BY: AJR CHECKED BY: JAN	SCALE: HORIZ. AS SHOWN VERT. N/A	CITY OF ARROYO GRANDE DEPARTMENT OF PUBLIC WORKS BRANCH STREET (STA 2+00 TO 11+75) 2022 CONCRETE REPAIRS PROJECT				



- CONSTRUCTION NOTES**
- 1 REMOVE EXISTING BITUMEN AND REPLACE WITH 2" ON GREA
 - 2 REMOVE EXISTING RE BAR AND REPLACE WITH 2" ON GREA
 - 3 REMOVE EXISTING 18" DIA CROSSBARS AND REPLACE WITH 24" ON GREA
 - 4 REMOVE AND REPLACE TYPE C CURB WITH PRECAST CONCRETE CURB WITH 2" REINFORCING
 - 5 REMOVE EXISTING 18" DIA CROSSBARS AND REPLACE WITH 24" ON GREA
 - 6 REMOVE EXISTING 18" DIA CROSSBARS AND REPLACE WITH 24" ON GREA

GRAPHIC SCALE
SCALE: 1" = 20' (1:20)

DESCRIPTION:	DATE:	APPRO. BY:	DESIGN FIRM:	SEAL:	DESIGNED BY:	DRAWN BY:	CHECKED BY:	SCALE:	REFERENCE NO.
			EIKHOF DESIGN GROUP 4825 EL CAMINO REAL SUITE 200 SAN JOSE, CA 95128 WWW.EIKHOFDESIGNGROUP.COM		JAV	AJS	JAV	HORIZ. AS SHOWN	PW 2022-07
					PREPARED UNDER THE DIRECTION OF:			VERT. N/A	SHEET:
									3 OF 6
CITY OF ARROYO GRANDE DEPARTMENT OF PUBLIC WORKS BRANCH STREET (STA 11+75 TO 21+00) 2022 CONCRETE REPAIRS PROJECT									

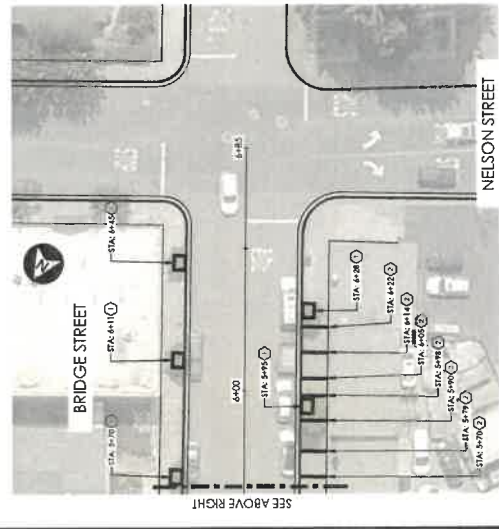


EAST BRANCH STREET (SEE SHEET 2)

BRIDGE STREET

SEE BELOW LEFT

GRAPHIC SCALE
SCALE: 1" = 20' (1:240)



BRIDGE STREET

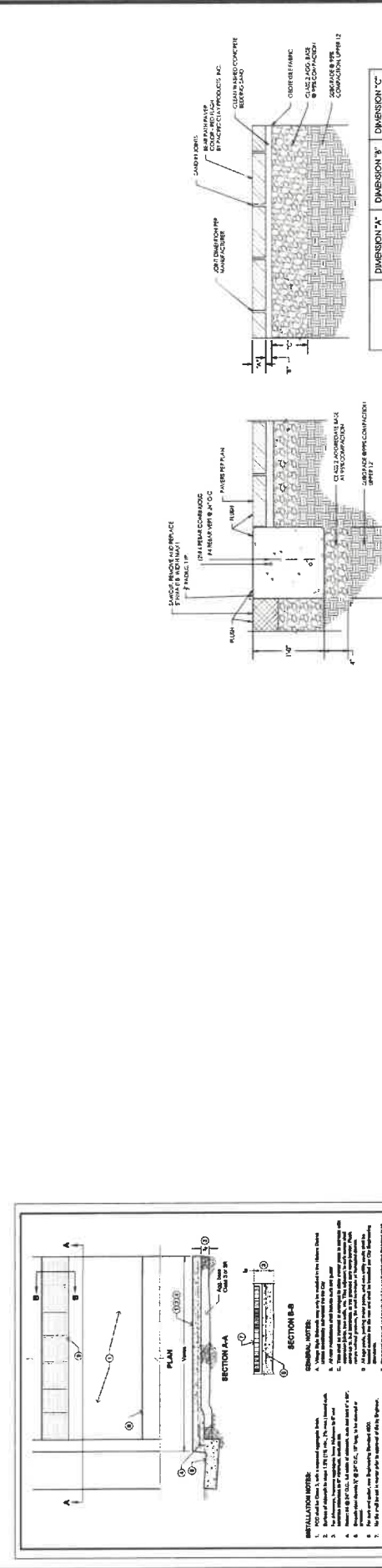
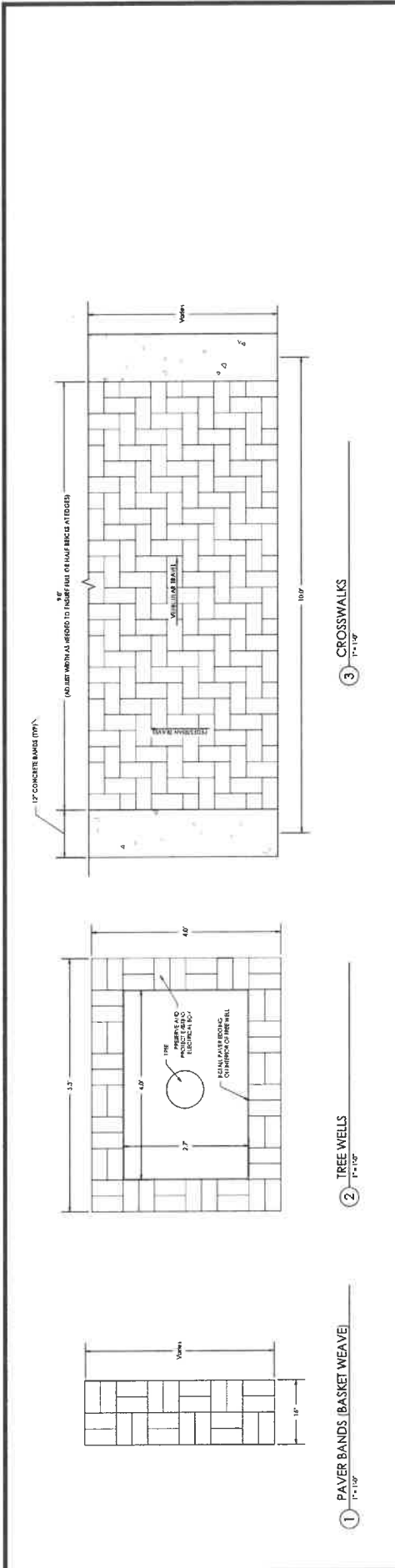
NELSON STREET

SEE ABOVE RIGHT

CONSTRUCTION NOTES

- 1 REMOVE EXISTING REEL WELLS AND REPLACE WITH LOCAL CONCRETE
- 2 REMOVE EXISTING REEL WELLS AND REPLACE WITH LOCAL CONCRETE
- 3 REMOVE EXISTING REEL WELLS AND REPLACE WITH LOCAL CONCRETE
- 4 REMOVE AND REPLACE THE C LOOP WITH NEW CONCRETE. PLACE BOX BEHIND FOR FINISH
- 5 ADJUSTMENT IS TO BE MADE GRADE
- 6 REMOVE ALL EXISTING CURB AND GUTTER AND REPLACE WITH NEW CURB AND GUTTER


DESCRIPTION:	DATE:	APPD. BY:	DESIGN FIRM:	 EIKHOF DESIGN GROUP 4875 51 CLAYTON BLVD. 950-470-2310 FAX: 950-481-3179 WWW.EIKHOFDESIGNGROUP.COM		DESIGNED BY: JAN DRAWN BY: AJR CHECKED BY: JAN PREPARED UNDER THE DIRECTION OF:	SCALE: HORIZ. AS SHOWN VERT. N/A	CITY OF ARROYO GRANDE DEPARTMENT OF PUBLIC WORKS BRIDGE STREET 2022 CONCRETE REPAIRS PROJECT	REFERENCE NO. PW 2022-07
									SHEET: 4 OF 6



CITY OF ARROYO GRANDE DEPARTMENT OF PUBLIC WORKS 2022 CONCRETE REPAIRS PROJECT		REFERENCE NO. PM 2022-07
DETAILS 2022 CONCRETE REPAIRS PROJECT		SHEET: 6 OF 6
DESIGNED BY: AJE DRAWN BY: AJE CHECKED BY: JAV SCALE: HORIZ. AS SHOWN PREPARED UNDER THE DIRECTION OF: N/A	SEAL:	DATE: 4/11/2023
EIKHOF DESIGN GROUP 4375 DELAMAR BLVD SUITE 100 SAN DIEGO, CA 92121 WWW.EIKHOFDESIGNGROUP.COM		
CITY OF ARROYO GRANDE - ENGINEERING STANDARD PLAN RELEASE STYLE SUPERMALT - EXPOSED AGGREGATE	DATE: 4/11/2023 APD'D. BY: DESIGN FIRM:	DESCRIPTION:

APPENDICES

1360 EAST GRAND AVENUE


 REMOVE AND REPLACE
EXISTING CONCRETE

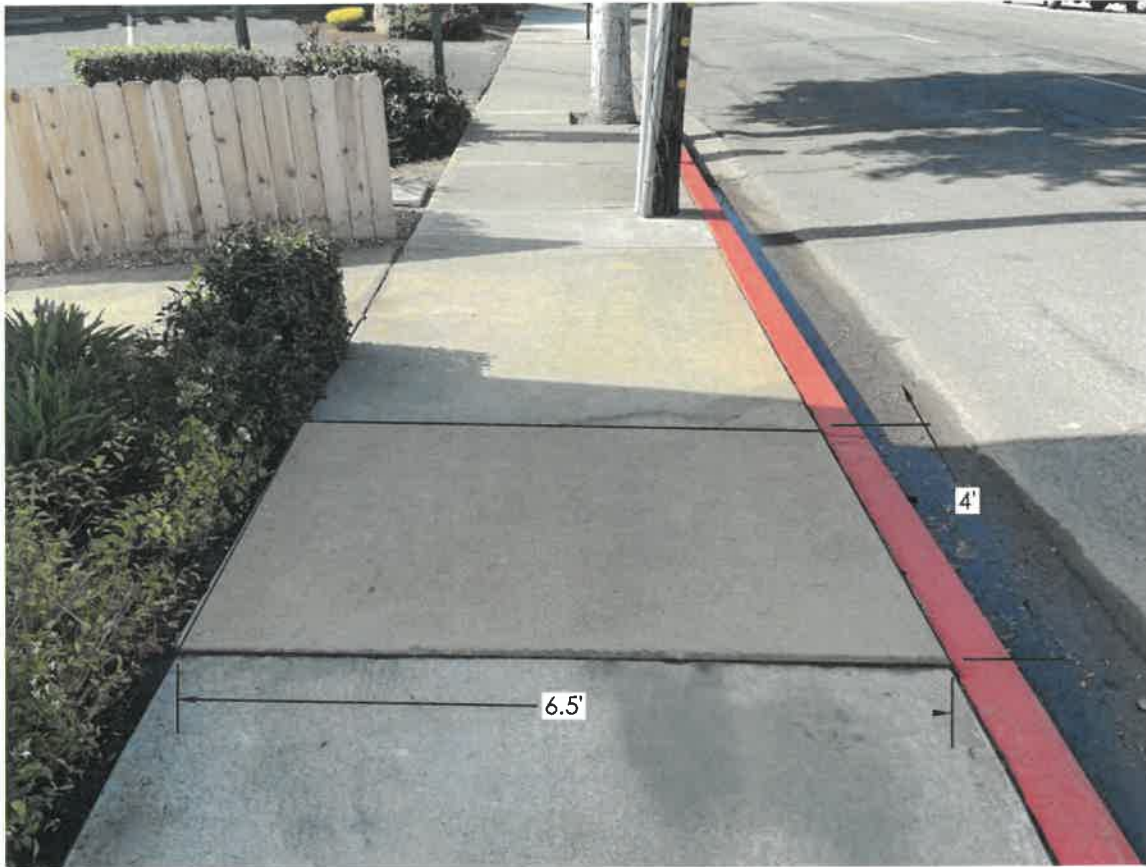


20 SF OF SIDEWALK PANEL REPLACEMENT PER CITY STANDARD 4110

APPENDICES

135 SOUTH HALCYON ROAD

 REMOVE AND REPLACE
EXISTING CONCRETE



26 SF OF SIDEWALK PANEL REPLACEMENT PER CITY STANDARD 4110

239 ELM STREET (1)

■ REMOVE AND REPLACE
EXISTING CONCRETE



8 SF OF SIDEWALK PANEL REPLACEMENT PER CITY STANDARD 4110

APPENDICES

239 ELM STREET (2)

 REMOVE AND REPLACE
EXISTING CONCRETE



68 SF OF SIDEWALK PANEL REPLACEMENT PER CITY STANDARD 4110

239 ELM STREET (3)

■ REMOVE AND REPLACE
EXISTING CONCRETE



14 SF OF SIDEWALK PANEL REPLACEMENT PER CITY STANDARD 4110

239 ELM STREET (4)

 REMOVE AND REPLACE
EXISTING CONCRETE

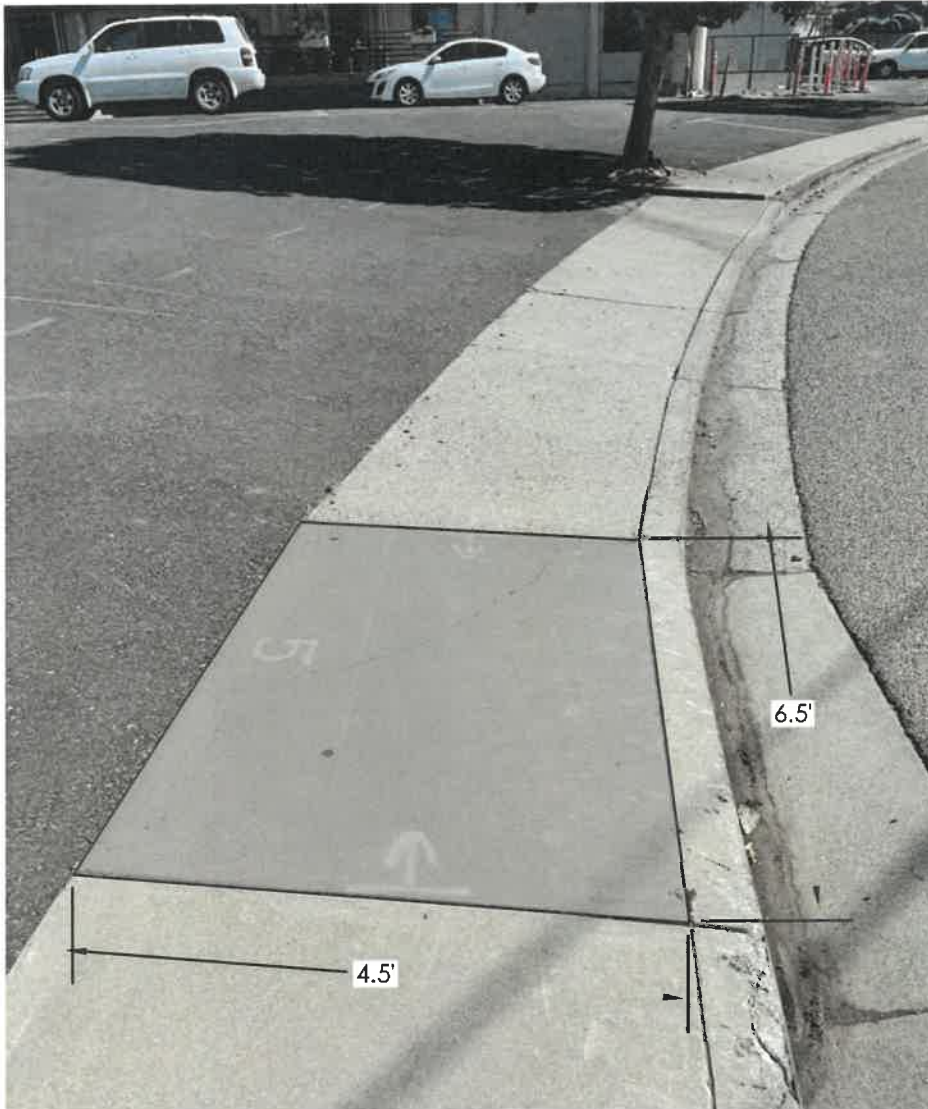


90 SF OF SIDEWALK PANEL REPLACEMENT PER CITY STANDARD 4110

APPENDICES

1200 EAST GRAND AVE (1)


REMOVE AND REPLACE
EXISTING CONCRETE



29 SF OF SIDEWALK PANEL REPLACEMENT PER CITY STANDARD 4110

APPENDICES

1200 EAST GRAND AVE (2)

 REMOVE AND REPLACE
EXISTING CONCRETE



252 SF OF SIDEWALK PANEL REPLACEMENT PER CITY STANDARD 4110

APPENDICES

1200 EAST GRAND AVE (3)

☐ REMOVE AND REPLACE
EXISTING CONCRETE



16 SF OF SIDEWALK PANEL REPLACEMENT PER CITY STANDARD 4110

1200 EAST GRAND AVE (4)

REMOVE AND REPLACE
EXISTING CONCRETE



16 SF OF SIDEWALK PANEL REPLACEMENT PER CITY STANDARD 4110

RANCHO PARKWAY AT PALOS SECOS

REMOVE AND REPLACE EXISTING CONCRETE

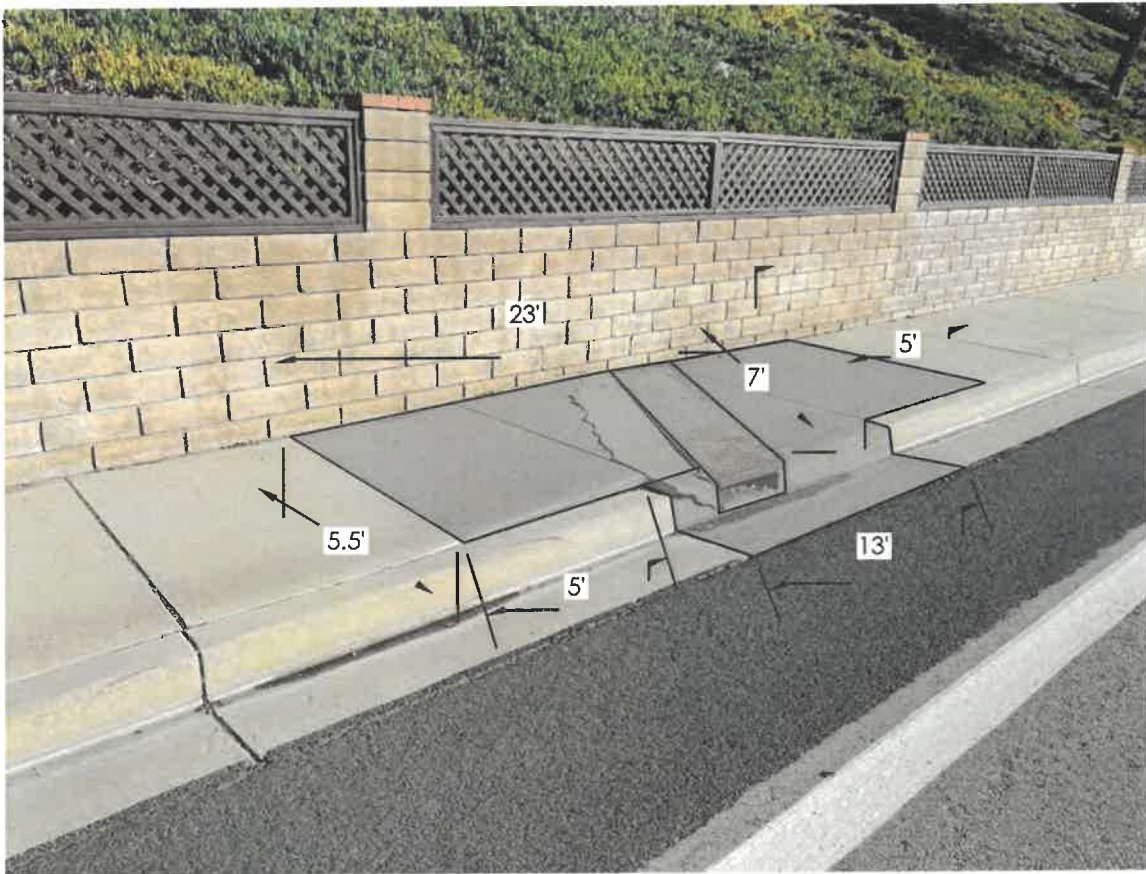


12 LF OF SIDEWALK UNDERDRAIN REPLACEMENT PER CITY STANDARD 3420
40 SF OF SIDEWALK PANEL REPLACEMENT PER CITY STANDARD 4110

APPENDICES

JAMES WAY JUST EAST OF RODEO

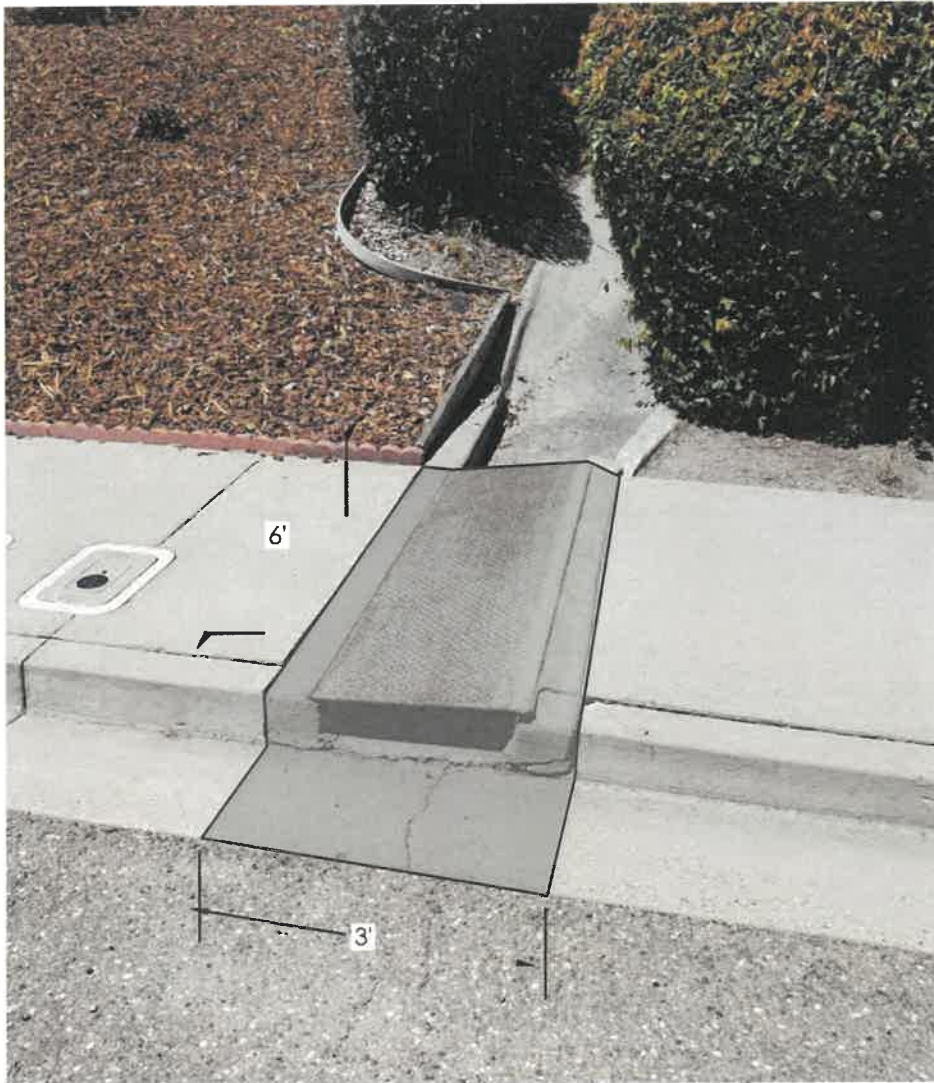
 REMOVE AND REPLACE
EXISTING CONCRETE



13 LF OF CURB AND GUTTER REPLACEMENT PER CITY STANDARD 4030
12 LF OF SIDEWALK UNDERDRAIN REPLACEMENT PER CITY STANDARD 3420
40 SF OF SIDEWALK PANEL REPLACEMENT PER CITY STANDARD 4110

388 AVENIDA DE DIAMONTE

REMOVE AND REPLACE
EXISTING CONCRETE



3 LF OF CURB AND GUTTER REPLACEMENT PER CITY STANDARD 4030
6 LF OF SIDEWALK UNDERDRAIN REPLACEMENT PER CITY STANDARD 3420

785 VIA BANDELERO


REMOVE AND REPLACE
EXISTING CONCRETE



6 LF OF SIDEWALK UNDERDRAIN REPLACEMENT PER CITY STANDARD 3420

APPENDICES

724 ASILO

 REMOVE AND REPLACE
EXISTING CONCRETE



6 LF OF SIDEWALK UNDERDRAIN REPLACEMENT PER CITY STANDARD 3420

ATTACHMENT 7 – PUBLIC CONTRACT CODE SECTION 9204

9204.

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
 - (1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
 - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 - (C) Payment of an amount that is disputed by the public entity.
 - (2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
 - (3) (A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
 - (B) “Public entity” shall not include the following:

APPENDICES

- (i) The Department of Water Resources as to any project under the jurisdiction of that department.
 - (ii) The Department of Transportation as to any project under the jurisdiction of that department.
 - (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
 - (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
 - (v) The Military Department as to any project under the jurisdiction of that department.
 - (vi) The Department of General Services as to all other projects.
 - (vii) The High-Speed Rail Authority.
- (4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claimant, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified

APPENDICES

mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

- (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
- (2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
- (C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

APPENDICES

- (D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
 - (E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- (3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
 - (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
 - (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.
- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.
 - (f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe

APPENDICES

reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

- (g) This section applies to contracts entered into on or after January 1, 2017.
- (h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
- (i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

ATTACHMENT 8

CDBG PROVISIONS

1. Violate or Breach Contract Terms. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension/debarment or any other action determined to be appropriate by the County.

2. Termination of Agreement for Cause. If Subrecipient (1) fails to perform Subrecipient's duties to the satisfaction of the County, or (2) fails to fulfill in a timely and professional manner Subrecipient's obligations under this Agreement, or (3) violates any of the terms or provisions of this Agreement, then County shall have the right to terminate this Agreement effective immediately upon the County giving written notice to the Subrecipient. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Subrecipient shall be paid for all work satisfactorily completed and accepted by the County prior to the effective date of such termination. If County's termination of Subrecipient for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning Subrecipient's performance, or any defect in notice thereof, County's maximum liability, if any, shall not exceed the amount payable to Subrecipient under this Agreement.

3. Termination of Agreement for Convenience. The County may terminate this Agreement at any time by giving the Subrecipient thirty (30) days prior written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Subrecipient shall be paid for all accepted goods and work satisfactorily completed and accepted by County prior to the effective date of the termination. Termination of this Agreement may be effectuated by the Director of Social Services or his or her designee, without the need for action, approval, or ratification of the Board of Supervisors.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement.

During the performance of this agreement, the Subrecipient agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

b. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

h. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated,

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

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

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

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

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

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

loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

5. Davis—Bacon Act. The Labor Standards Regulations set forth in Section 570.603 of 24 CFR Part 570; and HUD Handbook 1344.1. If this Agreement involves construction or facility improvements exceeding two thousand dollars (\$2,000) awarded by the Recipient, the Subrecipient agrees to comply with:

a. Minimum wages.

All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

- i. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- ii. The classification is utilized in the area by the construction industry; and
- iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

v. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either

pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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

b. **Withholding.** The Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c. **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee

programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

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

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

d. Apprentices and trainees.

i. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's

level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

II. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

f. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

j. Certification of eligibility.

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

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

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

6. Prevailing Wages. Subrecipient shall comply with the prevailing wage requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 USC 276a to 276 a-7) as supplemented in the Department of Labor regulations (29 CFR Part 5). The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the Special Provisions. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing

wage rates determined to be applicable to this contract by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. Pursuant to the provisions of Section 1773 of the California Labor Code, the Board of Supervisors of the County of San Luis Obispo has obtained from the Director of the California Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work for the locality in which the work is to be performed for each needed craft, classification, or type of workman. Copies of said prevailing rate of per diem wages are on file in the Office of the Clerk of the Board of Supervisors and available at the California Department of Industrial Relations' web site address at: www.dir.ca.gov/DLSR/PWD. Bidders are advised that any contractor who is awarded a public works project and intends to use a craft or classification not shown on the general prevailing wage determination may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations effective at the time of the call for bids.

These requirements shall apply to all contracts, financed in whole or in part with assistance provided under this Agreement, that exceed two thousand dollars (\$2,000) and involve construction, renovation, or repair of any building or work. These requirements shall not apply to contracts that exceed two thousand dollars (\$2,000) that involve the rehabilitation of residential property containing less than eight (8) households, or as allowed by the Housing and Community Development Act of 1974, as amended. Contractors shall also comply with regulations under 29 CFR, Parts 3, 1, 5 and 7 governing the payment of wages for apprentices and trainees to journeymen. However, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of ten thousand dollars (\$10,000).

7. Copeland Anti-Kickback Act. During the performance of this Agreement, the Subrecipient and its contractors and subcontractors agree to comply with the Copeland Anti-Kickback Act 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement. This act provides that the Subrecipient, its contractor and subcontractors shall be prohibited from inducing any person employed in the construction, completion, or repair of public facilities to give up any part of the compensation which they are otherwise entitled.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

The Subrecipient, its contractor and subcontractors shall maintain documentation that demonstrates compliance with hour and wages requirements of this part. The Subrecipient, its contractor and subcontractors shall include payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such documentation shall be made available to the Recipient for review upon request. The Subrecipient, its contractor and subcontractors will permit such representatives to interview employees during working hours on the job. The Subrecipient's contractor and subcontractors agree to include a provision requiring such compliance in its lower tier covered contracts and transactions.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

8. Contract Work Hours and Safety Standards Act. Where applicable, during the performance of this Agreement all contracts awarded by the Subrecipient, the prime contractor and subcontractors in excess of two thousand dollars (\$2,000) for construction contracts and in excess of one hundred thousand dollars (\$100,000) for contracts that involve the employment of mechanics or laborers, pursuant to the Contract Work Hours and Safety Standards Act, to apply the four clauses below. These clauses shall be inserted in addition to the clauses required by 29 CFR Part 5.5(a) or 29 CFR Part 4.6. As used in this section, the terms laborers and mechanics include watchmen and guards.

i. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times (1.5) the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

ii. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a.) of this section, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a.) of this section, in the sum of twenty-nine (\$29) dollars for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph 8(i.) of this section.

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

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

9. Rights to Inventions. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the County wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement", the non-Federal entity must comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements). The regulation at 37 CFR § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

10. Clean Air Act, Federal Water Pollution Control Act and Environmental Conditions

a. Clean Air Act.

The subrecipient, contractor and subcontractors agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended. 42 U.S.C., § 7401, et seq.

The subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

b. Federal Water Pollution Control Act

The subrecipient, contractor and all subcontractors agree to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C., § 1251, et seq.

The subrecipient, contractor and subcontractors agree to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the any pass-through entity, if applicable, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The subrecipient agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars (\$150,000) financed in whole or in part with federal assistance provided by FEMA.

c. Flood Disaster Protection.

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

d. Lead-Based Paint.

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven (7) years old. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

e. Historic Preservation.

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

11. Debarment and Suspension. -This contract is a covered transaction for the purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower-tier transaction it enters into.

This certification is a material representation of fact relied upon by the recipient. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the recipient, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contracts exceeding \$10,000 must include 13-14

12. Mandatory Disclosures. The Subrecipient must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award described in 2 C.F.R. § 200.113. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339 Remedies for noncompliance, including suspension or debarment.

13. Byrd Anti-Lobbying Amendment. Subrecipients, Contractors or Subcontractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining

any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

If applicable, subrecipients, contractors and subcontractors must sign and submit the following certification to the County with each bid or offer exceeding \$100,000:

14. Procurement of Recovered Materials. Where the purchase price of the item is greater than \$10,000, or the value of the amount of items purchased in the preceding fiscal year was greater than \$10,000:

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

15. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

i. This clause does not prohibit contractors from providing— (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

1. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.

2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

d. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts and other contractual instruments.

16. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

17. Executive Order N-6-22 – Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. Should the State or County determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The County shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

18. Access to Records. The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Recipient, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

19. Women and Minority Owned Businesses. The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least fifty-one percent (51%) owned and controlled by minority group members or women.

The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in this paragraph (a) through (f) of this section.

20. Inflation Adjustment of Acquisition – related dollar threshold. Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards:

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

21. Bonding Requirements. For construction or facility improvements contracts or subcontracts exceeding the Simplified Acquisition Threshold of two hundred fifty thousand dollars (\$250,000) the Recipient may accept the bonding policy and requirements of the Subrecipient provided that the Recipient has made a determination that the CDBG funds are adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- a. Bid Guarantee. At the submission of a bid to the Subrecipient, the contractor shall furnish a "bid" guarantee equivalent to five percent (5%) of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

b. Performance Bond. At the time of execution of a contract between the Subrecipient and the contractor, the contractor shall furnish a "faithful performance" bond in the sum of one hundred percent (100%) of the contract price to guarantee the performance of the contract.

c. Payment Bond. At the time of execution of the contract, the contractor shall furnish a "payment" bond in the sum of one hundred percent (100%) of the contract price to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

22. Section 3. Economic Opportunities for Low- and Very Low-Income Persons (24 CFR Part 75). A project receiving HUD assistance of at least two hundred thousand dollars (\$200,000) involving construction, demolition, or rehabilitation is required to comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3 Final Rule). hereinafter referred to as "Section 3".

The purpose of the Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance shall, to the greatest extent feasible, be directed to low and very low-income persons within the project area or to Business Concerns located in or owned in substantial part by persons residing within the area of the project (Section 3 Workers and/or Section 3 Business Concerns). Income limits are defined by Section 3(b)(2) of the Housing Act of 1937.

a. Recordkeeping. HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program by which the Section 3 project is governed.

Subrecipients must maintain documentation to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period.

b. The Subrecipient shall insure that all contracts subject to Section 3 include the following:

i. The Parties to this contract agree to comply with the Section 3 provisions set forth in 24 CFR Part 75. The parties to this contract certify that they are under no contractual or other impediments that would prevent them from complying with the Part 75 regulations.

ii. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

iii. The contractor agrees to include this Section 3 language in every subcontract subject to compliance with regulation in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 language, upon a finding that the subcontractor is in violation of the regulation in 24 CFR Part 75 and the associated policies and guidelines. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulation in 24 CFR Part 75.

iv. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

v. Noncompliance with 24 CFR Part 75 and the associated policies and guidelines may result in sanctions specified by 24 CFR 75, termination of this contract for default, or debarment or suspension from future HUD-assisted contracts.

c. Subcontracts. The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

23. Employment Restrictions. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

24. Conduct.

a. **Assignability.** The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Recipient thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Recipient under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Recipient.

b. **Subcontracts**

i. **Approvals**

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Recipient prior to the execution of such agreement.

ii. **Monitoring**

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

iii. **Content**

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

iv. **Selection Process**

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Recipient along with documentation concerning the selection process.

25. **Hatch Act.** The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.