

**PROJECT MANUAL**  
**FOR**  
**VIRGINIA LAKES ROAD MAINTENANCE**  
**PROJECT**  
***Project 9310***

**MONO COUNTY, CALIFORNIA**



***Invitation for Bids***  
***Instructions to Bidders***  
***Proposal Forms***  
***Sample Standard Agreement***  
***Technical Specifications & Construction Quality Assurance Program***  
***Project Plans***

CONTRACTING AGENCY:

COUNTY OF MONO

Department of Public Works

**Bid Submission Deadline:**  
**3:00 pm, Wednesday, APRIL 21 2021**  
Clerk of the Board of Supervisors  
74 North School Street / P.O. Box 237 Bridgeport, California 93517

# **CERTIFICATION PAGE**

*Virginia Lakes Road Maintenance Project*  
9310

These contract documents, plans, specifications and special provisions contained herein have been prepared by



exp. 6/30/2021

# **TABLE OF CONTENTS**

*Virginia Lakes Road Maintenance Project*  
9310

## SECTION I

PROPOSAL FORMS  
PROPOSAL  
BID SCHEDULE  
LIST OF SUBCONTRACTORS

## SECTION II

AGREEMENT  
EXHIBIT 1  
EXHIBIT 2  
EXHIBIT 3  
EXHIBIT 4

## SECTION III

TECHNICAL SPECIFICATIONS  
CONSTRUCTION QUALITY ASSURANCE PROGRAM

## SECTION IV

PROJECT PLANS

## **INVITATION FOR BIDS**

*Virginia Lakes Road Maintenance Project*  
9310

Notice is hereby given that the Mono County ("County") Department of Public Works calls for bids from qualified General Engineering, Paving, and Striping contractors for the **VIRGINIA LAKES ROAD MAINTENANCE PROJECT** ("Project"). The purpose of this Project is to slurry seal and restripe Virginia lakes road near Bridgeport, CA.

No contractor or subcontractor may be listed in a bid proposal or awarded a contract for this project unless registered with the Department of Industrial Relations. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

Each bid shall be made on the proposal forms contained in the Project Manual and must be accompanied by bid security in the amount of not less than 10 percent (10%) of the total bid.

In accordance with Public Contract Code section 22038, the County has the option, after receiving and tabulating bids, to reject all bids and perform the work by force account if the Board of Supervisors determines, by a four-fifths vote, that the work can be performed more economically by its own employees.

The Project and all work must be completed within **30 working days** from the date of issuance of the Notice to Proceed.

Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 237, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California. In either event, to be considered, bids must be received by the Clerk of the Board of Supervisors no later than Bid Submission Deadline stated on the cover sheet.

As soon thereafter as is practicable, all bids received by the Clerk as of the Bid Submission Deadline will be taken to the Department of Public Works Conference Room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, California 93517, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend.



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Kalen Dodd  
Associate Civil Engineer  
Mono County Department of Public Works

## **INSTRUCTIONS TO BIDDERS**

### *Virginia Lakes Road Maintenance Project 9310*

#### **1. BID DOCUMENTS**

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

#### **2. INTERPRETATION OF PROJECT PLANS AND SPECIFICATIONS**

- A. For information not provided in the Project Manual, bidders shall refer to the Standard Plans or Standard Specifications.
- B. Should bidders find discrepancies in, ambiguities, or omissions from, the Project Manual, or should there be any doubt as to their meaning, they shall at once notify the Director of the Department of Public Works and, should it be found necessary, a written addendum or bulletin of instructions will be sent to all plan-holders and posted on the Mono County Bid Management System. Failure to raise any such concerns prior to the submission of a bid will be deemed to waive such issues following the award of a contract. In the event that written addenda or bulletins of instructions are issued, all bidders will be required to acknowledge that they have reviewed and considered such addenda or bulletins in formulating their bids.
- C. No employee, agent, or representative of the County, or anyone else, is authorized to give oral instructions, interpretations, or explanations of the Project Manual, and a submission of a bid constitutes agreement by a bidder that its representative has placed no reliance on any such oral explanation or interpretation. Oral instructions may, however, be given by the County or its agent upon inquiry by a bidder to direct the bidder's attention to the specific provisions of the Project Manual that cover the subject of the inquiry.

#### **3. APPROXIMATE QUANTITIES**

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

#### **4. PROPOSALS**

- A. For bids to receive consideration, they shall be made in accordance with the Invitation for Bids, the Proposal Forms, and these Instructions to Bidders. All bids shall be submitted on the Proposal Forms contained in the Project Manual with all items completely filled out with typewritten or legible handwritten responses. Signatures of all persons signing shall be in longhand. Completed Proposal Forms shall be without interlineations, alterations, or erasures.

- B. ALL BID SUBMITTALS SHALL REMAIN BOUND TOGETHER. Proposal Forms (i.e., "BD" pages) contained in Section I of this document may be separated from the Project Manual for purposes of bid submission.
- C. Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for by the County. No oral, telegraphic, or telephonic proposals or modifications will be considered. Unauthorized conditions, limitations, or provisions attached to a bid will render it informal and may cause its rejection.
- D. Each bid is to be in accordance with the Project Manual. Before submitting a bid, bidders shall carefully read this Project Manual, including the contents and form of the Sample Standard Agreement and the Project Plans, and inform themselves fully as to all existing conditions and limitations, which must include a visit to the site of the work, and shall include in the bid a sum to cover the cost of all work contemplated in the Project Manual. The submission of a bid shall be conclusive evidence that the bidder has reviewed and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and the materials to be furnished, and as to the requirements of the Project Manual and Project Plans. The submission of a bid shall also be conclusive evidences that the person signing the Proposal Forms is authorized to bind or obligate the bidder to any agreement.
- E. Bidders' attention is directed to the insurance and bond requirements described below and as provided in the Sample Standard Agreement. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine the availability of surety bonds, insurance certificates, and endorsements as prescribed and provided herein in advance of bid submission. If an apparent low bidder fails to comply strictly with the bonding and insurance requirements, that bidder may be disqualified from award of the contract and its bid security may be forfeited. The cost of such bonds and insurance shall be included in each bidder's bid.
- F. Each bidder shall inform itself of, and the bidder awarded the contract shall comply with, all federal, state, and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, fair labor practices, equal opportunity, drug-free workplace, construction and building, Americans with Disabilities Act, protection of public and employee health and safety, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.
- G. Proposal Forms contained in Section I and bidder's bid security must be received in a sealed, opaque envelope clearly labeled **VIRGINIA LAKES ROAD MAINTENANCE PROJECT** printed on the outside of the envelope. Bids received unsealed or unlabeled will not be considered. Bids submitted by facsimile (fax) transmission or electronic mail will not be considered.
- H. To be considered, bids must be received by the Clerk of the Board of Supervisors no later than Bid Submission Deadline stated on the cover sheet. Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 237, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California, 93517.
- I. Bidders are advised that due to the remote nature of central Mono County "overnight" delivery by the U.S. Postal Service, UPS, FedEx, and other carriers is actually scheduled as a **two-day delivery**. Bidders should also take potential holiday mail delays into consideration.

##### 5. MODIFICATION OF BID

A bidder may modify its bid by written communication provided such communication is received by the Clerk of the Board of Supervisors up to, but not later than, the Bid Submission Deadline stated on the cover sheet and described above Paragraph 5.I. The written communication shall not reveal the bid price but shall state the amount of addition or subtraction or other modification so that the final prices

or terms will not be known by the County until the sealed bid is opened.

## 6. WITHDRAWAL OF BID

Bids may be withdrawn without prejudice by the bidder up to, but not later than, the Bid Submission Deadline stated on the cover sheet and described above in Paragraph 5.I. Such withdrawal may be made by written letter or by email or facsimile (fax) request. Such request shall be signed by an authorized representative of the bidder. Bids so withdrawn will be returned unopened to the bidder by the County. Bids withdrawn following bid opening shall be permitted only as allowed by the Public Contract Code and may subject the accompanying bid security to forfeiture and retention by the County as in the case of failure to execute the awarded contract as provided below. Negligence on the part of the bidder in preparing the bid shall not entitle the bidder to withdraw the bid subsequent to the County opening bid proposals.

## 7. AGREEMENT AND BONDS

- A. Bidders are required to submit, along with the Proposal Forms, a certified or cashier's check or bidder's bond in an amount of at least 10 percent (10%) of their respective bids made payable to the County of Mono. This bidder's bond or bid security shall be given as a guarantee that the bidder will enter into a contract if awarded, and may be forfeited by the successful bidder and retained by the County if the bidder refuses, neglects, or fails to enter into said contract (including a failure to provide required insurance certificates and bonds) within five (5) calendar days after provision by the County of a complete and final contract for execution by successful bidder.
- B. The successful bidder will be required to furnish a labor and materials bond (also known as a "payment bond") in an amount equal to 100 percent (100%) of the contract price, and a faithful performance bond in an amount equal to 100 percent (100%) of the contract price. In addition, the successful bidder, as the Contractor, will be required to furnish a one-year warranty bond upon project completion, pursuant to the requirements in the Sample Standard Agreement. Only surety bonds issued by an admitted surety insurer, as defined in the Sample Standard Agreement, will be accepted. Bonds shall be in a form acceptable to the Mono County Counsel; a sample of an acceptable form of each type of bond required is included in this Project Manual.
- C. The Project Manual includes a Sample Standard Agreement, which the successful bidder, as the Contractor, will be required to execute, and the insurance and bonds, which the Contractor will be required to furnish.
- D. All alterations, extensions of time, extra and additional work, and other changes authorized by the County consistent with applicable provisions of the Project Manual, may be made without securing the consent of the surety or sureties on the contract bonds.

## 8. OPENING OF BIDS

As soon after the Bid Submission Deadline as is practicable to do so, all bids received before that deadline will be taken to the Public Works Conference Room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, California, 93517, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend. Any bid received after the Bid Submission Deadline will be returned to the bidder unopened.

## 9. BID EVALUATION

After all bids are opened and publicly announced, personnel from the Department of Public Works will evaluate the bids; identify the lowest responsive bid by a responsible bidder; send a Notice of Intent to Award the contract, with a ranked tabulation of all bid amounts submitted, to the identified Bidder (copied to all Bidders); The Public Works Director shall determine whether to execute the contract or to reject all bids if it is in the public of interest to do so, and in accordance with applicable laws. In the event of a



discrepancy between the numeric total bid written and the numeric total bid calculated, the bid amount calculated by multiplying each item quantity by the unit price and then adding each item of the proposal shall prevail.

Bid evaluation will consist of reviewing submitted bids for responsiveness, ranking the responsive bid amounts from lowest to highest, and investigating whether the apparent low bidder, and such other bidders as the Department of Public Works deems appropriate, appears to be a "responsible bidder." Said investigation will involve checking each bidder's and any listed subcontractor's license status and eligibility to contract for public works, and may also include, a request for bidder references and/or insurance certificates, a request for documents demonstrating the bidder's solvency and available resources to timely complete the work, and consideration of the bidder's performance on any prior contracts with the County. The County reserves the right to waive any informality or irregularity in any bid that does not affect the contract price and provided such waiver is allowed by law.

#### 10. BID PROTEST PROCEDURE

Bidders may file a protest in accordance with the directions provided herein with respect to the apparent low bid, any other bid submitted, and/or with respect to the qualifications or responsibility of the apparent low bidder, or of any other bidder.

The bid protest period shall commence immediately upon the County's issuance of the Notice of Intent to Award the contract and shall remain open until 4:30 PM of the fifth (5th) business day following the date of the Notice of Intent to Award the contract ("Bid Protest Deadline"). All bid protests must be received by the County, as described in this Paragraph 11, by the Bid Protest Deadline. Postmarks will not be accepted. Failure to timely file a written protest by the Bid Protest Deadline shall constitute a waiver of the right to protest. Untimely protests will not be accepted or considered.

Bidders may submit protests via email to Kalen Dodd at [kdodd@mono.ca.gov](mailto:kdodd@mono.ca.gov)

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

If a valid protest is timely filed, the Department of Public Works shall investigate the bid protest. The protested bidder shall have three (3) business days to respond to the Department of Public Works' investigation and to provide any information requested by the Department of Public Works. The Department of Public Works shall notify the protested bidder of any evidence reflecting upon his responsibility, afford the protested bidder an opportunity to rebut such evidence, and allow the protested bidder to present evidence in support of his qualifications to perform the contract. The Department of Public Works shall respond to the protesting party upon the conclusion of its investigation by providing the protesting party a statement of its conclusions and findings.

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

#### 11. AWARD OR REJECTION OF BIDS

A. After expiration of the Bid Protest Deadline, the County may, in its discretion take any of the following actions: (1) Award a contract notwithstanding the filing of a bid protest; (2) refrain from awarding a contract pending resolution of any or all bid protests; or (3) otherwise proceed as it deems appropriate, including without limitation rejecting all bids received. Further, under Public Contract Code Section 22038, the County has the option, after receiving and tabulating bids, to



reject all bids and perform the work by force account if the Board of Supervisors determines, by a four-fifths vote, that the work can be performed more economically by its own employees.

- B. If it chooses to award a contract, the County shall award the contract to the bidder found responsible by the County which has submitted the lowest responsive bid. Bidders are advised that should this Invitation for Bids result in the award of a contract, any such contract will not be in force until it is approved and fully executed by the County and the successful bidder.
- C. Payment under any contract resulting from this Invitation for Bids will be consistent with the Sample Standard Agreement, a sample of which has been provided with this Invitation for Bids. Any contract awarded as a result of this Invitation for Bids will be awarded without discrimination based on race, color, religion, age, sex, sexual orientation, or national origin.
- D. Contract award, if made, is anticipated to occur within two (2) weeks after the date of bid opening but could occur up to 60 days after said date. In such an event, all bidders will be notified in writing that additional time will be required. No bid can be withdrawn during that period unless such withdrawal is authorized under the Public Contract Code and the bid security shall remain in full force and effect.
- E. The County assumes no responsibility for any costs the bidder may incur, regardless of whether or not a contract is awarded, in preparing and/or submitting a bid.

## 12. CONTRACT EXECUTION

- A. Accompanying the County's Notice of Intent to Award will be the contract for the Project, which the successful bidder will be required to execute and return, together with the required bonds and certificates of insurance, to the County within five (5) calendar days following receipt of such contract and Notice of Intent to Award. Failure to do so by the successful bidder shall be just cause for annulment of the contract award and forfeiture of the bid security, which shall be retained by the County as liquidated damages, and it is agreed by both parties that the bid security sum is a fair estimate of such failure. Signature by both parties constitutes execution of a contract for the Project.
- B. In the event the successful bidder is unable to physically deliver the required bonds and insurance certificates, and where approved in writing by the Director of the Department of Public Works, the bidder shall, prior to its commencement of the work, submit evidence satisfactory to the County that such bonds and certificates will be furnished in a timely manner.
- C. In the event of failure of the lowest responsible, responsive bidder to sign and return a contract for the Project with acceptable evidence of bonds and insurance certificates as prescribed herein, the County may award the contract to the next lowest responsible, responsive bidder, and so forth, until a fully-executed contract for the Project and acceptable bonding and insurance certificates are received by the County.
- D. The bid security of all bidders will be retained by the County until a contract for the Project is executed by the successful bidder and evidence of bonds and insurance acceptable to the County is received, after which those bid securities, except any that may have been forfeited, will be returned to the bidders whose proposals they accompanied.

## 13. LISTING OF AND SUBSTITUTIONS OF SUBCONTRACTORS

- A. If awarded a contract, the successful bidder shall perform with his own organization contract work amounting to not less than 30 percent (30%) of the original total contract price. The bidder shall give his/her personal attention to the fulfillment of the contract and shall keep the work under his/her control. All persons engaged in the Project and related work will be held responsible for their work, which shall be subject to the provisions of the Project Manual and any contract executed pursuant to this Invitation for Bids.
- B. Each bidder shall in its bid or offer, set forth the name and location of the office, shop, or mill of

each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement and the portion of the work which will be done by each subcontractor if the amount of the subcontractor's work will be in excess of one-half of one percent (0.5%), or Ten Thousand dollars (\$10,000.00), whichever is greater, of the bidder's bid.

- C. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract as specified above, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under conditions hereinafter set forth.
- D. No bidder whose bid is accepted shall, without consent of the Director of the Department of Public Works, do any of the following:
  - (1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid; or
  - (2) Permit any subcontractor to be assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid; or
  - (3) Sublet or subcontract any portion of the work in excess of one-half of one percent (0.5%) of the bidder's bid as to which its original bid did not designate a subcontractor.
- E. Subletting or subcontracting any portion of the work as to which no subcontractor was designated in the original bid shall be permitted only in case of public emergency, necessity, or otherwise in accordance with the Public Contract Code, and then only after a finding has been made in writing, by the Director of the Department of Public Works, setting forth the facts constituting such emergency, necessity, or statutory basis for the substitution.
- F. If haulers are used merely to convey materials and will not excavate or load the material and if they will not apply judgment as to the suitability of the material to meet Project specifications, then they do not need to be identified on the "List of Subcontractors" in the bid forms.
- G. Listing of subcontractors shall include the Contractor's California contractors license number, and the Contractor's DIR registration number.

#### 14. INTEREST IN MORE THAN ONE BID

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

#### 15. COORDINATION WITH OTHER CONTRACTORS

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

#### 16. SUBSTITUTIONS

Throughout the Project Manual, materials may be specified that are in short supply or that are restricted by government limitation orders. For the purpose of submitting proposals, bidders shall assume that the County will require all materials to be furnished as specified. No substitutions will be permitted until all sources or supply have been exhausted and written notice is given to the Director of the Department of Public Works stating such fact. Substituted materials shall have the written approval of the Director of the Department of Public Works, or its authorized agent, before installation in the Project.

## 18. CONTRACTOR'S LICENSING LAWS

- A. The successful bidder, as the Contractor, will be required to furnish a valid Mono County Business License issued by County's Office of the Treasurer prior to commencing the work.
- B. In order to be eligible for award of a contract for the Project, a bidder must possess either of the following classification(s) of contractor's license: (1) Class A – General Engineering; or (2) C12 – Earthwork and Paving.
- C. Attention is directed to the provisions of Article 4, Chapter 9, of the California Business and Professions Code concerning the licensing of contractors. All bidders, contractors, and subcontractors shall be licensed in accordance with the laws of the State of California and any bidder, contractor, or subcontractor not so licensed is subject to the penalties imposed by such laws. All bidders, contractors, and subcontractors shall possess the appropriate licenses to cover the above advertised work. The County will verify that the successful bidder, as well as any contractor and any subcontractor, is appropriately licensed to perform Project work designated prior to awarding any contract pursuant to this Invitation for Bids.

## 19. LABOR REQUIREMENTS

The services and work to be provided by the successful bidder, as the Contractor for this Project, constitute a "public work" within the meaning of Labor Code sections 1720 and 1720.3. Accordingly, as required by Labor Code section 1771, the successful bidder, as the Contractor, and any subcontractor under it, shall pay not less than the general prevailing rate of per diem wages ("prevailing wage") specified for each craft and classification to all workers employed in the execution of the Project. Copies of prevailing wages, as determined by the Director of the Department of Industrial Relations, are available online at: [www.dir.ca.gov/OPRL/DPreWageDetermination.htm](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) and on file at the office of the Department of Public Works, located at 74 North School Street, Bridgeport, California, 93517, and are available to any interested party upon request. These wages are not included in any part or section of the Project Manual. Changes, if any, to prevailing wage rates will be available at the same location.

No contractor or subcontractor may be listed in a bid proposal or awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (unless exempt under Labor Code section 1771.1). This Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

## 20. PROJECT SCHEDULE AND LIQUIDATED DAMAGES

The Project and all related work shall be completed within 30 working days from the date of issuance of the Notice to Proceed. By submitting a bid proposal, bidder acknowledges the following: (1) that the bidder has fully read Section 14.2 of Exhibit 1 of the Sample Standard Agreement; (2) that it has had ample opportunity to consult with legal counsel and obtain an explanation of these liquidated damage provisions; (3) and that it is agreed by both parties that the successful bidder, as the Contractor, will pay Mono County liquidated damages specified in Exhibit 1 of the Sample Standard Agreement.

**PROPOSAL FORMS**

*Virginia Lakes Road Maintenance Project  
9310*

Proposal of \_\_\_\_\_ (“Bidder”), organized and existing under the laws of the State of \_\_\_\_\_, doing business as \_\_\_\_\_ (e.g., “a partnership;” “a corporation;” “a sole proprietor”), as applicable to the County of Mono, (“County”). This bid proposal consists of the attached pages.

In compliance with your Invitation for Bids and Instructions to Bidders, Bidder hereby proposes to perform all work for the **VIRGINIA LAKES ROAD MAINTENANCE PROJECT (“Project”)** in strict accordance with the Project Manual, which include the Instructions to Bidders, Project Plans, Special Provisions, Technical Specifications, Construction Quality Assurance Program, Agreement, any applicable addenda issued by the County’s Department of Public Works, and other Contract Documents within the time set forth therein at prices stated on the attached Bid Schedule. Prices quoted in this proposal include, but are not limited to, the cost for all labor, materials, tools, equipment, supplies, transportation, permits, services, and applicable local, state, and/or federal taxes, fees, patent rights, and/or royalties necessary to complete the Project and related work contemplated in the Project Manual and described in any contract executed pursuant to this Invitation for Bids.

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

Bidder hereby agrees to commence work on the Project pursuant to any contract executed pursuant to this Invitation for Bids on or before 14 calendar days following the award of contract by the County, unless a later date is specified by the County in the Notice to Proceed, and to **fully complete the project within 30 working days from the date of issuance of the Notice to Proceed**, pursuant to the provisions specified in any contract executed pursuant to this Invitation for Bids.

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

Bidder’s Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Office Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contractor’s Calif. License No.: \_\_\_\_\_ Class: \_\_\_\_\_ DIR Registration No. \_\_\_\_\_

Mono County Business Lic. No.: \_\_\_\_\_

Name of Company Officer: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
Bidder’s Signature

\_\_\_\_\_  
Date

(Add seal if by a corporation)

**BID SCHEDULE**

Virginia Lakes Road Maintenance Project  
9310

<b>CONTRACTOR'S NAME:</b>
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No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
1	8	Mobilization	1	LS		
2	13	Water Pollution Control	1	LS		
3	12	Traffic Control, including Traffic Control Plan	1	LS		
4	37	Slurry Seal	85716	SY		
5	-	Street Sign Removal	16	EA		
6	82	Steel Post Street Sign	14	EA		
7	84	Passing Centerline	4950	LF		
8	84	Passing One Direction Centerline	6450	LF		
9	84	No Passing Centerline	19400	LF		
10	84	Right Fog Line	61410	LF		
11	84	Letter Stencil	2	EA		

<b>TOTAL</b>	
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## LIST OF SUBCONTRACTORS

### *Virginia Lakes Road Maintenance Project 9310*

clearly list each subcontractor who will perform work or labor or render service in an amount in excess of one-half of one percent (0.5%) of the total bid, or ten thousand dollars (\$10,000), whichever is greater.

Firm Name & Address Location of Business	Phone, Fax, & License	Description of Portion of Work to be Performed
<i>Name</i>	<i>Phone</i>	Value of work: \$ Description of work:
<i>Address, City State ZIP</i>	<i>Email</i>	
	<i>License</i>	
	<i>DIR#</i>	
<i>Name</i>	<i>Phone</i>	Value of work: \$ Description of work:
<i>Address, City State ZIP</i>	<i>Email</i>	
	<i>License</i>	
	<i>DIR#</i>	
<i>Name</i>	<i>Phone</i>	Value of work: \$ Description of work:
<i>Address, City State ZIP</i>	<i>Email</i>	
	<i>License</i>	
	<i>DIR#</i>	
<i>Name</i>	<i>Phone</i>	Value of work: \$ Description of work:
<i>Address, City State ZIP</i>	<i>Email</i>	
	<i>License</i>	
	<i>DIR#</i>	
<i>Name</i>	<i>Phone</i>	Value of work: \$ Description of work:
<i>Address, City State ZIP</i>	<i>Email</i>	
	<i>License</i>	
	<i>DIR#</i>	

- Notes:**
- A. If more than one subcontractor is named for the same type of work, state the portion of which each will perform; provide Contractor's license number of each subcontractor.
  - B. Vendors or suppliers that will be providing materials only need not be listed.
  - C. Attach additional sheets as necessary.
  - D. The above statement constitutes a part of the proposal and signature on the signature portion of the bid proposal constitutes signature on this statement.
  - E. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal.

**ACKNOWLEDGEMENTS**

*Virginia Lakes Road Maintenance Project  
9310*

**RECEIPT OF ADDENDA**

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

Addendum Number: \_\_\_\_\_ Issuance Date: \_\_\_\_\_

Subject Matter: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Issuance Date: \_\_\_\_\_

Subject Matter: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Issuance Date: \_\_\_\_\_

Subject Matter: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Issuance Date: \_\_\_\_\_

Subject Matter: \_\_\_\_\_

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

**ACKNOWLEDGEMENT OF SITE VISIT(S)**

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

Yes

No

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



**DISCLOSURES AND CERTIFICATIONS**

*Virginia Lakes Road Maintenance Project  
9310*

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

**QUESTIONNAIRE A**

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_

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

**QUESTIONNAIRE B**

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_

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

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

**WORKERS' COMPENSATION CERTIFICATION**

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

**NON-COLLUSION AFFIDAVIT**

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

Any person executing this affidavit on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute this declaration on behalf of the Bidder.

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE**

- A. The bidder hereby certifies that he (as the contractor) and all subcontractors agree to conform to the equal opportunity clauses required by Executive Orders 10925, 11114, and 11246, as well as 41 CFR 60-1.4 Equal Opportunity Clause).
- B. The bidder certifies that within 30 days of the award of the contract, as required, the contractor and subcontractors will file an “Equal Employment Opportunity Employer Information Report EEO-1 (SF-100)” with the U.S. Department of Labor and, annually thereafter, file the same report with the U.S. Department of Labor by March 31. (If your company has filed one of these reports this year, you do not have to comply with the 30-day regulation.) Refer to [https://www.eeoc.gov/employers/eeo1survey/upload/instructions\\_form.pdf](https://www.eeoc.gov/employers/eeo1survey/upload/instructions_form.pdf) for filing requirements (SF-100).
- C. The contractor and all subcontractors shall certify that prior reports have been filed under the applicable filing requirements as follows:
  - a. Contractor/Subcontractor has held previous contracts where EEO provisions were in force.  
Yes \_\_\_\_\_ No \_\_\_\_\_ (If yes, answer question 2 also)
  - b. Contractor/Subcontractor has filed all “required” reports for these previous contracts.  
Yes \_\_\_\_\_ No \_\_\_\_\_

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to Executive Orders 10925, 11114, and 11246 and that have not filed reports when required should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor (and/or subcontractor) submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director of the U.S. Department of Labor’s Office of Federal Contract Compliance.

If the bidder has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, “Employee Information Report EEO-1” prior to the award of any contract issued pursuant to this IFB.

- D. This certification is required by the Equal Employment Opportunity Regulations of the Secretary of the Department of Labor (41 CFR 60-1.7(b) (1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (generally only contracts or subcontracts of \$10,000 or less are exempt).
- E. Contractor/Subcontractor certifies that he is not currently in receipt of any outstanding letters of deficiency, show cause, probable cause, or other such Notification of Noncompliance with EEO regulations.
- F. A compliance certificate in conformance with this section is not required at time of bid, but each subcontractor must be provide this certificate to the County prior to execution of any contract issued pursuant to this IFB. If available, subcontractor certificates may be supplied at time of bid. Subcontractor signature below certifies Equal Employment Opportunity compliance. Each subcontractor shall answer the questions in Item C above and sign a copy of this page.

\_\_\_\_\_  
Subcontractor Name

\_\_\_\_\_  
Subcontractor Signature

\_\_\_\_\_  
Date

Note: This Certificate constitutes a part of the proposal, and the contractor’s signature on the signature portion of the proposal constitutes the Contractor’s “Equal Employment Opportunity Compliance Certificate” and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

**DEBARMENT AND SUSPENSION CERTIFICATION**

## TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

Providing false information may result in criminal prosecution or administrative sanction. The above certification is part of the Proposal. Signing this Proposal on the signature portion hereof shall also constitute signature of this certification and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

## **BIDDER'S QUALIFICATION STATEMENT**

Virginia Lakes Road Maintenance Project

No. 9310

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

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

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

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

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

Previous Work History: This Qualifications Statement includes a form titled "Experience on Completed or Ongoing Projects." Please use this form to detail the work that the firm has performed within the last three (3) years. A minimum of three (3) successfully-completed general civil and/or slurry construction projects are required. Use one (1) page per project and reproduce copies of the form as necessary. In each project description, identify your firm as a prime contractor, subcontractor, or joint venture partner.

OSHA Violations: If at any time within the past five (5) years the Contractor has received an OSHA serious violation, you must provide copies of the *Citation and Notification of Penalty*, signed *Settlement Agreement*, and narrative which details the specific issue(s) cited, remedial action required and taken by the Contractor, amount of fine initially imposed, and ultimate resolution.

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

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

**1. GENERAL INFORMATION:**

A. Type of organization: \_\_\_\_\_

If Corporation, include year and state incorporated

If Partnership, state whether general or limited

If Sole Proprietorship, include name of owner

If Joint Venture\*, include name all partnering firms

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

B. Is the firm, and all persons or firms listed in the bid as subcontractors, registered with the Department of Industrial Relations as required by California Labor Code section 1725.5?

\_\_\_\_\_ Yes \_\_\_\_\_ No

C. If you checked "No" in the previous question, then you must fall within one of the limited exceptions set forth in California Labor Code section 1771.1, and must register with the Department of Industrial Relations prior to contract award. Does the firm (or any subcontractor) fall within California Labor Code section 1771.1 and become registered prior to contract award?

\_\_\_\_\_ Yes (attach explanation) \_\_\_\_\_ No (not qualified)

**2. PERSONNEL:**

A. Identify the current number of employees below:

Employee Type	Full-Time	Part-Time
Office		
Field		

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

Description	Person 1	Person 2	Person 3
Name			
Title			
% Ownership			

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

**3. FINANCIAL INFORMATION:**

- A. Are there any liens outstanding against the Contractor?  
(if yes, provide a detailed explanation on an attached sheet)  Yes  No
  
- B. Has the Contractor, principals, or key personnel been party to a  
bankruptcy or reorganization proceeding with the last five years?  
(if yes, provide a detailed explanation on an attached sheet)  Yes  No
  
- C. Annual sales dollar volume of Contractor: \$ \_\_\_\_\_

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

- A. During the past five years has the Contractor:
  - i. Been subject of a lien or claim of \$25,000 or more by a subcontractor or supplier?  Yes  No
  - ii. Failed to complete a contract?  Yes  No
  - ii. Been suspended, debarred, disqualified or otherwise declared ineligible to bid?  Yes  No
  - iv. Been defaulted on any contract?  Yes  No
  - v. Had a contract terminated?  Yes  No
  - vi. Had liquidated damages assessed against it upon completion of a contract?  Yes  No
  - vii. Been a plaintiff or defendant in any lawsuits arising out of public or private construction contracts?  Yes  No
  
- B. During the past five years has the Contractor, Principals or Key Personnel:
  - i. Been a plaintiff or defendant in any lawsuits arising out of public or private construction contracts?  Yes  No
  - ii. Been the subject of an investigation involving any alleged violation of criminal law, civil antitrust law or other federal, state, or local civil law?  Yes  No
  - iii. Been convicted after trial or by plea of any felony under state or federal law?  Yes  No
  - iv. Entered a plea of nolo contendere to a charge of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or violation of an antitrust law?  Yes  No
  - v. Been the subject of an investigation of any alleged violation of federal, state, or local regulations by any public agency?  Yes  No





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

- |  |  |
|--|--|
| <input type="checkbox"/> 1. Road Design                      | <input type="checkbox"/> 13. Roadway Safety Assessment     |
| <input type="checkbox"/> 2. Concrete                         | <input type="checkbox"/> 14. Roadway Sign Placement        |
| <input type="checkbox"/> 3. Masonry                          | <input type="checkbox"/> 15. Roadway Striping              |
| <input type="checkbox"/> 4. Metals                           | <input type="checkbox"/> 16. Utility Placement & Trenching |
| <input type="checkbox"/> 5. Carpentry                        | <input type="checkbox"/> 17. Parking Lot Design            |
| <input type="checkbox"/> 6. Erosion Control Protection       | <input type="checkbox"/> 18. Parking Lot Striping          |
| <input type="checkbox"/> 7. Grading & Earthwork              | <input type="checkbox"/> 19. Airport Design / Layout       |
| <input type="checkbox"/> 8. Asphalt Concrete Paving          | <input type="checkbox"/> 20. Traffic Control               |
| <input type="checkbox"/> 9. Asphalt Concrete Crack Sealing   | <input type="checkbox"/> 21. Asphalt Grinding / Overlay    |
| <input type="checkbox"/> 10. Asphalt Concrete Slurry Sealing | <input type="checkbox"/> 22. Guardrail Installation        |
| <input type="checkbox"/> 11. Asphalt Concrete Fog Sealing    | <input type="checkbox"/> 23. Pre-fabricated Equipment      |
| <input type="checkbox"/> 12. Asphalt Concrete Tack Coat      | <input type="checkbox"/> 24. Shotcrete Application         |

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

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

D. Use the following form (Page BD-17) to describe Bidder's experience on completed or ongoing projects over the last five (5) years. A separate sheet must be completed for each project; a minimum of three (3) projects are required.

PROJECT EXPERIENCE WITH ASPHALT PAVING, SLURRY SEAL AND PAVEMENT STRIPING PROJECTS

- Project Status:
- Project completed
  - Work in progress

- Contractor's Role\*:
- Prime Contractor
  - Subcontractor
  - Joint Venture Partner

\* Entity submitting proposal is considered "Contractor"

Facility / Project Name: \_\_\_\_\_

Address of Project: \_\_\_\_\_

Project Owner: \_\_\_\_\_

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

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

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

Start Date:\_\_\_\_\_ Scheduled Completion Date:\_\_\_\_\_ Actual Completion Date:\_\_\_\_\_

Construction Manager / Project Manager:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone:\_\_\_\_\_ email:\_\_\_\_\_

Contact Name:\_\_\_\_\_ Title: \_\_\_\_\_

Architect / Engineer:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone:\_\_\_\_\_ email:\_\_\_\_\_

Contact Name:\_\_\_\_\_ Title: \_\_\_\_\_

Reference familiar with Contractor's performance:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone:\_\_\_\_\_ email:\_\_\_\_\_

Contact Name:\_\_\_\_\_ Title: \_\_\_\_\_

Description of work performed by Contractor: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

# **BID BOND**

*(MINIMUM 10% OF TOTAL BID AMOUNT)*

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

## **Virginia Lakes Road Maintenance Project**

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

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

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

PRINCIPAL:

Executed on: \_\_\_\_\_

By: \_\_\_\_\_

(Seal of Corporation)

Title: \_\_\_\_\_

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

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

Any claims under this bond may be addressed to:

\_\_\_\_\_ (Name and address of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

(Attach notary acknowledgement)

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_  
(Attorney-in-Fact)

**AGREEMENT BETWEEN COUNTY OF MONO**  
**AND [Click here to enter text.](#)**  
**FOR CONSTRUCTION SERVICES RELATED TO THE VIRGINIA LAKES ROAD**  
**MAINTENANCE PROJECT**

**INTRODUCTION**

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for construction services related to the Virginia Lakes Road Maintenance Project of [Click here to enter text.](#) (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

Contractor shall furnish to County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by County to Contractor to perform under this Agreement will be made by the Director of Public Works, or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon County 's need for such services. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by County under this Agreement. By this Agreement, County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- Exhibit 1:** General Conditions (Construction)
- Exhibit 2:** Prevailing Wages
- Exhibit 3:** Bond Requirements
- Exhibit 4:** Invoicing, Payment, and Retention
- Exhibit 5:** Trenching Requirements
- Exhibit 6:** FHWA Requirements
- Exhibit 7:** CDBG Requirements
- Exhibit 8:** HIPAA Business Associate Agreement
- Exhibit 9:** Other \_\_\_\_\_

**2. TERM**

The term of this Agreement shall be as shown in attachment A

### 3. CONSIDERATION

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A that are performed by Contractor at County's request.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by County under this Agreement, unless otherwise provided for in Attachment B.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$[Click here to enter text.](#), plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in 4 shall supersede and replace this Paragraph 3.E. in its entirety.

F. Federal and State Taxes.

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

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed One Thousand Four Hundred Ninety-Nine dollars (\$1,499.00).



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

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

#### **4. WORK SCHEDULE**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS**

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

#### **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC**

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

#### **7. COUNTY PROPERTY**

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual

presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

## 8. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than One Million dollars (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

## 9. INSURANCE

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by County's Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and/or services hereunder and the results of that work and/or services by Contractor, its agents, representatives, employees, or subcontractors:

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than One Million dollars (\$1,000,000.00) per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million dollars (\$1,000,000.00) per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.

Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to County, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to County.

C. Primary Coverage. For any claim made related to this Agreement or work and/or services performed or provided pursuant to this Agreement, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as with respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

D. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by County. If possible, Contractor's insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to County, its officials, officers, employees, and volunteers; or Contractor shall provide evidence satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

E. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance (including Workers' Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

## **10. STATUS OF CONTRACTOR**

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

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

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

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

## **11. DEFENSE AND INDEMNIFICATION**

Contractor shall defend with counsel acceptable to County, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this Paragraph 11 extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless under the provisions of this Paragraph 11 is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

## **12. RECORDS AND AUDIT**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this Paragraph 12 by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, that County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

## **13. NONDISCRIMINATION**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

#### **14. TERMINATION**

This Agreement may be terminated by County without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days written notice of such intent to terminate. Contractor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to County thirty (30) calendar days written notice of such intent to terminate.

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this Paragraph 14 shall not apply.

#### **15. ASSIGNMENT**

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

#### **16. DEFAULT**

If Contractor abandons the work, fails to proceed with the work or services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, then County may declare Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

#### **17. WAIVER OF DEFAULT**

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 23.

#### **18. CONFIDENTIALITY**

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

#### **19. CONFLICTS**

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict-of-interest statement.

## 20. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information that is gained from County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with County, or who has been an adverse party in litigation with County, and concerning such, Contractor by virtue of this Agreement has gained access to County's confidential, privileged, protected, or proprietary information.

## 21. SEVERABILITY

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

## 22. FUNDING LIMITATION

The ability of County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 23.

## 23. AMENDMENT

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

## 24. NOTICE

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Contractor or County shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective parties as follows:

County of Mono:  
Mono County Public Works Department  
Director of Public Works  
PO Box 457  
Bridgeport, CA 93517

Contractor:  
[Click here to enter text.](#)  
[Click here to enter text.](#)  
[Click here to enter text.](#)

**25. COUNTERPARTS**

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

**26. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto.

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.**

**COUNTY OF MONO**

**CONTRACTOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

APPROVED BY RISK MANAGEMENT:

\_\_\_\_\_  
Risk Manager



**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF MONO**

**AND** [Click here to enter text.](#)

**FOR**

**CONSTRUCTION SERVICES RELATED TO THE VIRGINIA LAKES ROAD MAINTENANCE PROJECT**

**TERM:**

**FROM:** [Click here to enter text.](#) **TO:** [Click here to enter text.](#)

**SCOPE OF WORK:**

The Scope of Work shall consist of the tasks as shown on the Plans, Specifications and Contract Documents.

Tasks performed in completing the Scope of Work shall follow generally-accepted practices for the construction industry and shall meet the minimum requirement and guidelines established by the Plans, Specifications and Contract Documents.

Tasks not explicitly stated or called for, but that can be reasonably inferred to be necessary for the work to be complete and functional for the intended purpose, in accordance with generally accepted practices shall be included in the scope of work.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF MONO**

**AND** [Click here to enter text.](#)

**FOR**

**CONSTRUCTION SERVICES RELATED TO THE VIRGINIA LAKES ROAD MAINTENANCE  
PROJECT**

**SCHEDULE OF FEES:**

The County will pay to the Contractor the unit price stated in the Proposal Forms, Bid Schedule, for the number of units of each item complete and in-place and conforming to the Plans, Specifications and Contract Documents, as determined by the County.

See Attachment B1, incorporated herein by this reference (optional).

## EXHIBIT 1

### AGREEMENT BETWEEN THE COUNTY OF MONO AND

[Click here to enter text.](#) FOR CONSTRUCTION SERVICES RELATED TO THE VIRGINIA LAKES ROAD MAINTENANCE PROJECT

### GENERAL CONDITIONS

#### SECTION 1. GENERAL

##### 1.1 DEFINITIONS AND TERMS.

Where the following terms are used in these General Conditions, the intent and meaning shall be interpreted as identified in the Standard Specifications and as follows:

- A. **ADMITTED SURETY INSURER (or, SURETY):** A corporate insurer or inter-insurance exchange to which the State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the Insurance Code.
- B. **AWARD:** The acceptance by the County of the successful bidder's proposal.
- C. **CALENDAR DAY:** Unless otherwise specified, days or calendar days means each and every day shown on the calendar, Saturdays, Sundays, and holidays included.
- D. **CHANGE ORDER:** A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.
- E. **CONTRACT (or, CONTRACT DOCUMENTS):** The written and executed agreement between the County and the Contractor covering the work to be performed. The written agreement consists of all attachments as well as all documents incorporated by reference and shall include, but is not limited to, the agreement, performance bond, labor and materials payment bond, any required insurance certificates, the project manual, any addenda issued to bidders, and the project plans.
- F. **CONTRACTOR:** The business entity entering into a contract with the County of Mono for the performance of the work.
- G. **CONTRACT ITEM (or, PAY ITEM):** A specific unit of work for which a price is provided in the Contract.
- H. **CONTRACT TIME:** The number of calendar days or working days, for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
- I. **COUNTY:** The County of Mono, a political subdivision of the State of California.
- J. **DEPARTMENT:** The Mono County Department of Public Works, except where Department of Transportation publications and offices are cited, whereupon such citations are to remain as written and refer to the State of California, Department of Transportation.
- K. **ENGINEER:** The individual, partnership, firm, or corporation duly authorized by the County to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative.

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- L. **EQUIPMENT:** All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.
- M. **EXTRA WORK:** An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.
- N. **INSPECTOR:** An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
- O. **LABORATORY:** The laboratory or laboratories authorized by the Department to test materials and work involved in the contract.
- P. **LIQUIDATED DAMAGES:** the daily amount set forth in these General Conditions to be deducted from the contract price to cover additional costs incurred by a local agency because of the contractor's failure to complete the contract work within the number of calendar days or workdays specified.
- Q. **NOTICE TO PROCEED:** A written notice from the Department to the Contractor to begin the actual contract work on the Project. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
- R. **PROJECT:** The construction, installation, placement, alteration, or repair of any improvement of any kind, which is required directly or indirectly by the contract.
- S. **SPECIFICATIONS:** A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if physically included in the contract.
- T. **STANDARD PLANS:** State of California Department of Transportation, 2010 edition of the Standard Plans
- U. **STANDARD SPECIFICATIONS:** State of California Department of Transportation, 2010 edition of the Standard Specifications
- V. **SUPERINTENDENT:** The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.
- W. **SURVEYOR:** The individual, partnership, firm, or corporation duly authorized by the Contractor to be responsible for verifying placement of the work and acting directly or through an authorized representative.
- X. **UNEXCUSABLE DELAY:** a delay that does not entitle the Contractor to an adjustment of the Contract Limit and does not entitle the Contractor to an adjustment of the Contract Time.
- Y. **WORK:** The construction and services required by the Contract, whether completed in whole or partially completed, and includes all labor, materials, equipment, tools, supplies, tax, transportation, and services provided or to be provided by the Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.
- Z. **WORKING DAY:** A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays, and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered working days.

## 1.2 ORDER OF PRECEDENCE OF DOCUMENTS.

In case of conflict between the Agreement, any Attachments to the Agreement, any Special Provisions, Project Plans, Technical Specifications, Quality Assurance Program (QAP) Plan, Standard Plans or Standard Specifications or other portions of the Contract Documents, including the Invitation for Bids and Instructions to Bidders, the more specific provision shall govern.

## SECTION 2. PERFORMANCE OF WORK

### 2.1 USE OF PREMISES, HOURS OF WORK, CONTACT INFORMATION AND PUBLIC NOTIFICATION.

- A. Work occurring within 500 feet of a residential or commercial occupancy shall be limited to the hours between 7:00 am and 8:00 pm Monday through Saturday (Sunday operations shall be limited to hours between 9:00 am and 5:00 pm). Concrete pouring is limited to daylight hours between sunrise and sunset.
- B. Unless otherwise provided, the Contractor accepts full control of any vehicles, equipment, material, or other property delivered to the site in the performance of services and work for the Project. The Contractor is solely responsible for ensuring the security and protection of such vehicles, equipment, materials, property, and Work. The County accepts no responsibility for the security, safety, or liability of said vehicles, equipment, material, property, or work until final acceptance of the Work. The Contractor understands that the project site is a public area and, as such, there may be vandalism or obstructions, protrusions, and undesirable materials on and under the ground surface that may result in damage to the Contractor's vehicles, equipment, materials, project work, or other property.
- C. Authorized representatives or agents of the Engineer and County, state, or federal government shall have the right to enter the project site at any time during execution of the Work for any purpose that will not unreasonably interfere with the Contractor's use, including, but not limited to, the conduct of its own business, facility inspection, or inspection to ensure compliance with the terms and conditions of the Project.
- D. 24 Hour Contact Number - The Contractor shall assign a project superintendent and an assistant who have the complete authority to make decisions on behalf of the Contractor. The project superintendent or the assistant shall be at the project site at all times during the construction and shall be available and on call 24 hours a day, 7 days per week for the duration of the project. The Contractor shall provide the Engineer and the Mono County Sheriff's Department primary and secondary 24-hour mobile phone numbers for the project superintendent and the assistant. These numbers shall not automatically direct calls to a recorder or other message taking service.

Advance Public Notification – At least 7 days and no more than 14 days prior to beginning any work on the project, the Contractor shall deliver written notice to all adjoining residents, businesses, tenants, to the fire department and law enforcement agency having jurisdiction over the project area, and other applicable parties listed below. Notice shall be given for general construction activity in an area as well as specific activities that will, in any way, inconvenience residents/property owners/tenants or affect their operations or access to their property. Such notices shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration, and the name, address, and contact number of the Contractor's superintendent and of the County Engineer. A follow up notice shall

be distributed two days prior to the construction activity. Copies of all notices shall be provided to the Engineer for approval five working days prior to the desired distribution date.

- E. Vehicular access – Vehicular access to and from commercial and residential driveways and parking lots shall be maintained at all times, except when performing items of work that cannot be accomplished without access restriction.

## **2.2 OTHER PROJECTS.**

The Contractor is advised that other projects may be taking place at the site at the same time as this Project. The Contractor will make every effort to coordinate his work with that of other contractors.

## **2.3 PROTECTION OF PROPERTY.**

Attention is directed to Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications. The Contractor shall take all reasonable precautions to preserve and protect all on-site and surrounding public and private property to prevent damage of all kinds to existing structures, signs, fences, gates, roads, drainage facilities, monitoring wells, equipment, and the environment arising from the execution of this Contract, unless otherwise called for on Project Plans or in these General Conditions. In addition, the Contractor shall be responsible for the preservation and protection of all land monuments and property markers.

In addition to its obligations pursuant to the Agreement to defend, indemnify, and hold the County harmless, the Contractor shall replace, repair, and/or be responsible for any damage or injury to property of any character during the prosecution of the Work, resulting from any act, omission, neglect, or misconduct in the Contractor's manner or method of executing the Work, or at any time due to defective work or materials, and said responsibility shall not be released until the Project is completed and accepted. Repairs or replacement required as a result of such damage shall be performed to the County's satisfaction and at no additional cost to the County.

It is the Contractor's responsibility to identify and document any property or site damage that exists prior to the start of construction. If undocumented damage is discovered by the County that could have been caused as a result of the Contractor's presence, it will be the Contractor's responsibility to repair the damage to the County's satisfaction without cost to the County. If the Contractor does not repair the damage to the County's satisfaction, the County has the right, after 48 hours of written notification, to repair the damage and charge the Contractor for all expenses associated with the repair.

The Contractor shall be responsible for the safety of all persons at or near the project site as it pertains to the Project. The Contractor shall provide signage, temporary protective fencing, or covering over any open trenching, excavation, or other hazardous situation arising from the execution of the Work, to keep out unauthorized persons, at no additional cost to the County.

## **2.4 ENVIRONMENTAL PROTECTION.**

The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. All necessary precautions shall be taken to prevent pollution of streams, drainage channels, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter. Any fuel or lubricants stored on-site shall be in appropriate and secure containers provided with secondary containment.

## **2.5 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.**

Should the Contractor encounter materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and immediately report the condition to the Engineer in writing.

In accordance with Section 25914.1 et seq. of the Health and Safety Code, all such removal of asbestos or hazardous substances, including any exploratory work to identify and determine the extent of such asbestos or hazardous substance, shall be performed by a person properly licensed to perform such work and shall be performed by separate contract if the presence of asbestos or hazardous substances is not disclosed in the bid documents.

## **2.6 ARCHAEOLOGICAL AND HISTORICAL FINDINGS.**

Should the Contractor encounter, during its operations, any building, part of a building, structure, or object which is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and will direct the Contractor to either resume its operations or to suspend operations as directed.

Should the Engineer order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract modification (change order, amended or supplemental agreement).

## **SECTION 3. ACKNOWLEDGEMENTS, DISCLOSURES, CERTIFICATIONS AND AFFIDAVITS**

### **3.1 DEBARMENT AND SUSPENSION CERTIFICATION**

Contractor's signature affixed to the Agreement, shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined to be of ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the County.

### **3.2 NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

Contractor's signature affixed to the Agreement, shall constitute a certification under penalty of perjury under the laws of the State of California that no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with a court order to comply with an order of the National Labor Relations Board.

### **3.3 APPLICABILITY TO SUBCONTRACTORS**

The certification and disclosure of lobbying activities forms provided in the Project Manual and/or the Agreement shall be included in each subcontract and any lower-tier contracts exceeding \$10,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

### **3.4 QUARTERLY DISCLOSURES**

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractor, or lower-tier contractor. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
- (3) A change in the officer(s), employees(s), or member(s) contacted to influence or attempt to influence a covered Federal Action.

## **SECTION 4. SUBCONTRACTORS**

### **4.1 SUBCONTRACTING.**

No subcontract releases the Contractor from the contract or relieves the Contractor of its responsibility for a subcontractor's work.

If the Contractor violates Public Contract Code § 4100 et seq., the County of Mono may exercise the remedies provided under Public Contract Code § 4110 and may refer the violation to the Contractors State License Board as provided under Public Contract Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the Agreement and all contract documents including, but not limited to insurance requirements. Subcontractor shall provide all certificates and other required documentation/proof of insurance to Contractor, and Contractor shall make such documents available to County upon its request.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

The Contractor shall submit copies of subcontracts upon request by the Engineer. Before subcontracted work starts, the Contractor shall submit a Subcontracting Request form to the Engineer. The Contractor shall not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations web site at: <http://www.dir.ca.gov/dlse/debar.html>

Upon request by the Engineer, the Contractor shall immediately remove and not again use a subcontractor who fails to prosecute the Work satisfactorily.



If the work involves Federal funds, each subcontract and any lower-tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contract" located in the Federal Provisions within the Project Manual.

Payment for subcontracted work involved will be withheld from progress payments due or to become due, until correction is made. Failure to comply may result in termination of the contract.

#### **4.2 PERFORMANCE OF SUBCONTRACTORS**

The bid shall list the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

#### **4.3 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS.**

A prime contractor or subcontractor shall pay any subcontractor not later than 7 days from receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 7 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

#### **4.4 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS.**

Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the County's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Please refer to the Federal Provisions (for contracts involving Federal funds), attached to the Agreement for further information. Where the Federal Provisions apply, they shall supersede and replace this section 4.4 to the extent inconsistent herewith.

#### **4.5 APPALACHIAN REGIONAL DEVELOPMENT ACT OF 1965.**

This project is not funded under the Appalachian Regional Development Act of 1965, therefore, page FP-13 of the Federal Provisions (if Federal Provisions are included in the contract) does not apply to this contract.

## **SECTION 5. PROJECT IMPLEMENTATION**

## 5.1 PRE-CONSTRUCTION CONFERENCE.

Prior to Contractor mobilization, a pre-construction conference will be held at a location, date, and time to be determined by the County for the purpose of discussing with the Contractor the scope of work, Project Plans, Technical Specifications, Special Provisions, , existing conditions, coordination with disposal site operations, equipment and material storage locations, materials testing and construction quality assurance, and all essential matters pertaining to the prosecution of and the satisfactory completion of the Project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include subcontractors.

## 5.2 PROSECUTION AND PROGRESS.

The Contractor shall submit a progress schedule for the Engineer's approval within 10 calendar days after the date of the Notice to Award. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the Work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the Project in accordance with and within the time set forth in the Contract Documents.

If, in the sole judgment of the Engineer, the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the Work within the contract time and modify its operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the Work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

## 5.3 ORDER OF WORK.

The project site is located in a climate that can experience freezing temperatures throughout the year. While determination of the means, methods, techniques, sequences, and procedures of construction are the responsibility of the Contractor, such sequencing and procedures must bear climatic conditions in mind. Work shall be scheduled and protected such that inclement weather does not damage the Work or result in a hazardous condition.

# SECTION 6. PROJECT ADMINISTRATION

## 6.1 GENERAL.

**Changes and Extra Work:** The County may make changes within the scope of work and add extra work. The Engineer describes the changes and extra work, the payment basis, and any time adjustment in a *Change Order*. A *Change Order* is approved when the County signs the *Change Order*. Until the County approves a *Change Order*, continue to perform the work under the Contract unless the Engineer orders you to start the work described in the *Change Order* before its approval. Submit detailed cost data for a unit price adjustment for a bid item if (1) the Engineer requests the data or (2) you request a unit price adjustment resulting from a change of more than 25 percent in the bid item's quantity.

### **Control of Work:**

Attention is directed to Section 4-1.05, "Changes and Extra Work," and applicable portions of Section 5, "Control of Work," Section 7, "Legal Relations and Responsibility to the Public," and Section 8, "Prosecution and Progress," of the Standard Specifications with respect to administration of this contract and the Project.

**6.2 OMITTED ITEMS.**

The County may, if in its best interest, omit from the Work any Contract Item. Such omission shall not invalidate any other Contract provision or requirement. Should a Contract Item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such an item prior to the date of the order to omit such item.

**6.3 CONTRACTOR REPRESENTATION.**

The County will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented in person by either a qualified, competent Superintendent or by another designated, qualified, competent representative who is duly authorized to receive and execute orders of the Engineer. The Superintendent shall be satisfactory to the County and shall not be changed except with the express written consent of the County unless the ceases to be in its employ.

All communications given to the Superintendent or other authorized representative shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. An authorized representative of the Contractor shall be available for emergency telephone communications from the County on a 24-hour, seven days per week basis during the performance of the Work.

**6.4 CONTRACTOR PERSONNEL.**

The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him or her. The Contractor shall ensure that all workers have sufficient skill and experience necessary to properly perform the work assigned to them and that workmanship shall be of the best trade practice, regardless of the quality of materials. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily. The Contractor shall provide, at all times, sufficient and competent labor to carry on the work properly and ensure completion of each part in accordance with the Project Plans, these General Conditions, the Special Provisions, any QAP, and the approved schedule.

An employee of the Contractor or subcontractor who is deemed by the County to be incompetent, disorderly, or otherwise objectionable shall be promptly removed by the Contractor and not reemployed on the Work.

**6.5 METHODS AND EQUIPMENT.**

The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required by the Contract Documents.

All equipment used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of work. Equipment used on any portion of the Work shall be such that no injury to previously-completed work, adjacent property, or existing facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the Work are not prescribed in the Contract Documents, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the Contract Documents.

**6.6 PARTIAL PAYMENTS.**

Unless otherwise agreed by the County, no partial payment will be made for any materials on hand which have been furnished but not incorporated into the work.

**6.7 FINAL ACCEPTANCE.**

Upon due notice from the Contractor of presumptive completion of the entire Project, the Engineer and County will make an inspection. If all construction provided for and contemplated by the Contract is found to be completed in accordance with the Contract Documents, such inspection shall constitute the final inspection. The County shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the County will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the County will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

The completion of the contract will be accepted and Notice of Completion recorded by the County only when the entire contract is completed satisfactorily to the County.

**6.8 CLAIMS FOR ADJUSTMENT AND DISPUTES.**

If for any reason the Contractor deems that it is due additional compensation for work or materials not clearly provided for in the Contract Documents or previously authorized as extra work, the Contractor shall notify the County in writing of its intention to claim such additional compensation 24 hours before beginning the work on which the claim is based. If such notification is not given or the County is not afforded a proper opportunity by the Contractor to keep strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 14 calendar days, submit its written claim to the County for consideration in accordance with local laws or ordinances. Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

Claims falling within the provisions of California Public Contract Code section 9204 shall be processed in accordance with that section.

**6.9 FORCE MAJEURE.**

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

**6.10 WARRANTY AND GUARANTEE.**

The Contractor warrants to the County that all materials furnished under this Contract shall be new unless otherwise specified and that all Work, including without limitation all materials, will be of good

quality, free from faults and defects and in conformance with contract requirements. Any work not so conforming to these standards may be considered defective. The obligations of the Contractor in this subsection shall be in addition to, and not in limitation of, any obligations imposed upon it by those guarantees required by the contract or otherwise prescribed by law.

Neither the recordation of a Notice of Completion, nor the final certification or payment, nor any provision of the Contract or partial or entire use or occupancy of the premises by the County shall constitute an acceptance of the Work not performed in accordance with the Contract or relieve the Contractor of liability with respect to any express warranties or responsibility for faulty materials or workmanship.

The Contractor agrees that all work and materials provided under this contract are guaranteed for a period of one year against defects of any kind or nature and that any defective work or materials resulting from the Contractor's negligence will be repaired or replaced by the Contractor at its own expense immediately upon notification by the County. The Contractor shall furnish a warranty bond in the amount of 10 percent of the contract price as provided for and meeting the requirements specified in the Agreement. The warranty bond shall be furnished and approved prior to final payment and release and shall remain in effect for the duration of the guarantee period to insure the repair or replacement of defective work or materials. The one-year guarantee period shall commence on the day of recordation of the Notice of Completion.

The County will give notice of observed defects with reasonable promptness. The County is authorized to make such repairs and charge the Contractor the actual costs of such necessary labor and material, if, within 14 calendar days after mailing a notice in writing to the Contractor or its agent, the Contractor neglects to make or undertake with due diligence the aforesaid repairs; provided, however, that in the case of an emergency where, in the opinion of the County, delay would cause hazard to health or serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

If after installation and acceptance, the Work provided for under this Contract proves to be unsatisfactory to the County, the County shall have the right to use the Work until it can, without damage to the County, be taken out of service for correction or replacement. Such period of use of the defective Work pending correction or replacement shall in no way decrease the guarantee period.

Nothing in this section shall be construed to limit, relieve or release the Contractor's, subcontractor's, and supplier's liability to the County for damages sustained as the result of latent defects in the Work caused by the negligence of their respective agents, employees or subcontractors.

## **SECTION 7: TERMINATION**

### **7.1 TERMINATION BY CONTRACTOR.**

The Contractor shall have the right to terminate the Contract only upon the occurrence of one of the following:

1. Provided that County has not commenced reasonable action to remove any order of a court within the 90 day period, the Work is stopped for 90 consecutive days, through no act or fault of Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, due to an issuance of an order of a court or other public authority having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.
2. The County fails to perform any material obligation under the Contract Documents and fails

to cure such default within 30 days, or County has not commenced to cure such default within 30 days where such cure will require a reasonable period beyond 30 days and diligently prosecutes the same to completion, after receipt of notice from Contractor stating the nature of such default(s).

Upon occurrence of one of the events listed above, the Contractor may, upon 10 days additional notice to County and Engineer, and provided that the condition giving rise to Contractor's right to terminate is continuing, terminate the Contract.

Upon termination by Contractor, County will pay to Contractor the sum determined by Section 7.4 of these General Conditions. Such payment will be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by Contractor pursuant to this section; and Contractor will be entitled to no other compensation or damages and expressly waives the same.

## **7.2 TERMINATION BY COUNTY FOR CAUSE.**

The County will have the right to terminate the Contract for cause or the Contractor's right to perform the Contract for cause at any time after the occurrence of any of the following events:

1. Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
2. Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
3. A receiver is appointed to take charge of Contractor's property.
4. The commencement or completion of any Work activity on the critical path is more than 6 days behind the date set forth in the Contract Schedule for such Work activity as a result of an Unexcusable Delay.
5. Contractor abandons the Work.

Upon the occurrence of any of the following events and subject to the clause entitled "Force Majeure", the County will have the right to terminate the Contract for cause or the Contractor's right to perform the Contract for cause if the Contractor fails to promptly commence to cure such default and diligently prosecute such cure within 5 days after notice from the County, or within such longer period of time as is reasonably necessary to complete such cure:

1. Contractor persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
2. Contractor fails to make prompt payment of amounts properly due subcontractors after receiving payment from County.
3. Contractor fails to follow applicable legal requirements.
4. Contractor persistently or materially fails to execute the Work in accordance with the Contract Documents.
5. Contractor is in default of any other material obligation under the Contract Documents.
6. Contractor persistently or materially fails to comply with applicable safety requirements.

Upon any of the occurrences referred to above the County may, at its election and by notice to the

Contractor, terminate the Contract and take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Contractor; accept the assignment of any or all of the subcontracts; and then complete the Work by any method County may deem expedient. If requested by County, Contractor shall remove any part or all of Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within 7 days of such request; and if Contractor fails to do so, County may remove or store, and after 90 days sell, any of the same at Contractor's expense.

If the Contract or Contractor's right to perform is terminated by the County as provided in this section, the Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by County.

If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for County staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to County.

No termination or action taken by the County after termination shall prejudice any other rights or remedies of the County provided by law or by the Contract Documents upon such termination; and the County may proceed against the Contractor to recover all losses suffered by County.

Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

### **7.3 TERMINATION BY COUNTY FOR CONVENIENCE.**

The County may, at its option, terminate this Contract, in whole or from time to time in part, at any time by giving notice to Contractor. Upon such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of the Contractor, the County shall pay the Contractor in accordance with this Section, below.

Upon receipt of notice of termination under this Section 7.3, Contractor shall, unless the notice directs otherwise, do the following:

1. Immediately discontinue the Work to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued.
3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

Upon such termination, the obligations of the Contract shall be as set forth in section 7.4 . Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

### **7.4 PAYMENT ADJUSTMENT FOR TERMINATION.**

Section 8-1.14E, "Payment Adjustment for Termination," of the Standard Specifications is replaced in its entirety by the following language:

"Upon such termination, the County shall pay to Contractor the sum of the following:

1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
2. Plus previously unpaid costs of any items delivered to the Project Site that were fabricated for subsequent incorporation in the Work.
3. Plus any proven losses with respect to materials and equipment directly resulting from such termination.
4. Plus reasonable demobilization costs.
5. Plus reasonable costs of preparing a statement of the aforesaid costs, expenses, and losses in connection with such termination.

The above payment shall be the sole and exclusive remedy to which the Contractor is entitled in the event of termination of the Contract by the County pursuant to Sections 7.2 or 7.3; and the Contractor will be entitled to no other compensation or damages and expressly waives same."

## **SECTION 8. MATERIALS**

### **8.1 MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.**

Wherever, in the Contract Documents, a particular brand or make of item is specified, the Contractor shall comply strictly with the specifications and recommendations of that manufacturer as to the installation and/or application of that particular item. This requirement shall be met with respect to the specifications and recommendations of the manufacturer of an "or equal" item approved by the Engineer and installed or applied by Contractor.

### **8.2 REFERENCE TO SPECIFICATIONS AND TRADE NAMES.**

Where American Society for Testing Materials (ASTM) or other specifications or standards are mentioned, it shall be understood that the materials or methods mentioned therewith shall conform to all requirements of the same that are in effect on the date of bid submission.

Where the trade name of a product or the name of a product or the name of a manufacturer appears, it shall be understood to specify the product so identified or its "Approved Equal." The words "Or Equal" or "Approved Equal" shall mean equal in the opinion of, and approval by, the Engineer. Any substitutions for products or manufacturers mentioned in the Contract Documents shall be submitted by the Contractor to the County for approval within 14 calendar days following the Award of Contract or as otherwise permitted in writing by the Engineer.

### **8.3 STORAGE OF MATERIALS.**

Materials shall be stored as to assure the preservation of their quality and fitness for the Work. Stored materials, even if approved before storage, may again be inspected prior to their use in the Work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the County and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the County. Private property shall not be used



for storage purposes without written permission of the owner or lessee of the property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the County a copy of the owner's or lessee's permission. All storage sites on private or County property shall be restored to their original condition by the Contractor at its entire expense, except as otherwise agreed to in writing by the County.

## **SECTION 9. CONSTRUCTION DETAILS**

### **9.1 ORDER OF WORK.**

The location where Project improvements are to be constructed will be exposed to public traffic. The Contractor shall conduct operations so that conditions do not exist that would create a nuisance, hazard, or other damage. Appropriate safety measures, warning devices and protective devices shall be implemented to protect all workers, the traveling public, and the work.

### **9.2 SANITARY, HEALTH, AND SAFETY PROVISIONS.**

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements of the State and local Health Department, or of other bodies or tribunals having jurisdiction.

Attention is directed to federal, State, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to that worker's health or safety.

The Engineer and County shall have **no** responsibility for job site safety. The Contractor and his subcontractors must execute their daily work in accordance with the latest edition of the Occupational Safety and Health Administration (OSHA).

### **9.3 CONSTRUCTION SITE NUISANCE.**

The Contractor shall maintain preventative controls of blowing dust, noise, and other nuisances from construction work. No dogs or other animals are allowed within the project limits.

### **9.4 PUBLIC CONVENIENCE AND SAFETY.**

The Contractor shall provide temporary protective fencing, barriers, and/or covering over any open trenching or excavation arising from the execution of this Contract, to keep out unauthorized persons, at no additional cost to the County. The cost for providing signage, barriers, or any other items associated with public convenience and safety shall be the sole responsibility of the Contractor and no additional payment will be allowed therefor.

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

### **9.5 HIGHWAY CONSTRUCTION EQUIPMENT.**

Attention is directed to Section 591 of the Vehicle Code and Sections 7-1.01D, "Vehicle Code," and 5-1.37B, "Load Limits," of the Standard Specifications. The Contractor shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment.

#### **9.6 PERMITS.**

The Contractor shall give all notices as required and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Project Plans and Technical Specifications are at variance therewith, the Contractor shall notify the County promptly in writing, of any necessary changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the County, the Contractor shall bear all costs arising therefrom. Copies of permits shall be furnished to the County.

#### **9.7 CONSTRUCTION LAYOUT AND STAKES.**

The Contractor shall engage the services of a State of California licensed Professional Land Surveyor to perform construction layout. All staking on the project shall be performed by, or under, the direct supervision of a Professional Land Surveyor. The Contractor will be responsible for establishing and maintaining all survey controls and other layout that may be required for construction of the work.

#### **9.8 TESTING AND INSPECTIONS.**

Aside from materials testing and certifications required from the Contractor in the Quality Assurance Program (QAP), Technical Specifications, Standard Specifications, Special Provisions (if applicable) and/or these General Conditions, the County will provide testing services for installed work. Inspections shall be performed either: (1) as directed by the Engineer; or (2) pursuant to a written Inspection plan provided by County.

#### **9.9 CONTRACTOR QUALITY CONTROL.**

The Contractor shall be responsible for the quality of all materials entering into the work and of the work performed. The County and Engineer shall establish, maintain, and modify if needed, a quality control system that will provide assurance that materials and completed work conform to contract requirements. Where applicable, a copy of the QAP, which establishes testing frequency for materials incorporated into the work and criteria used to monitor the Contractor's conformance with Project Plans and Technical Specifications, will be included in the Project Manual.

#### **9.10 INSPECTION OF THE WORK.**

All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the County may be ordered removed and replaced at the Contractor's expense unless the County's

representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

#### **9.11 RETEST OF WORK.**

When, as provided for in the Contract Documents, the County or Contractor performs sampling and test of the work and the tests show a failure to meet the requirements of the Special Provisions, the QAP, Technical Specifications, or Standard Specifications, the expense of re-testing, after re-working or substitution by the Contractor, will be at the expense of the Contractor, and such costs will be deducted from any amounts due to the Contractor.

#### **9.12 MAINTENANCE DURING CONSTRUCTION.**

The Contractor shall maintain the Work during construction and until the Work is accepted. This maintenance shall constitute continuous and effective Work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times. All costs of maintenance work before the project is accepted shall be included in the unit prices bid on the various Contract Items, and the Contractor will not be paid an additional amount for such work.

Should the Contractor at any time fail to maintain the work as provided herein, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists. Should the Contractor fail to respond to the Engineer's notification, the Engineer may suspend any work necessary for the County to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the County shall be deducted from monies due or to become due the Contractor.

## **SECTION 10. OPERATIONS AND SAFETY**

### **10.1 TEMPORARY CONTRACTOR FACILITIES.**

At a minimum, the Contractor shall provide chemical toilets for use by contractor and subcontractor employees. Chemical toilets shall be regularly serviced to maintain a clean and odorless facility.

The Contractor's storage area shall be determined at the pre-construction conference. The Contractor shall secure at his own expense any area required for storage of equipment or materials, or for other supplies.

The County will not be responsible for providing telephone, electrical, water, sewer, or any other temporary utility for use by the Contractor.

The Contractor shall remove all equipment, materials, and rubbish from the work areas which it occupies and shall leave the areas in a clean, safe and presentable condition.

### **10.2 BORROW, DISPOSAL AND MATERIAL SITES.**

The operation of any borrow or disposal sites used by the Contractor to produce or dispose of materials for this project shall comply with the requirements of the contract documents. All provisions for water pollution, air pollution, and sound control that apply within the limits of the contract shall apply to all borrow or disposal sites utilized by the Contractor.

Full compensation for complying with the requirements for borrow, disposal and material sites in this section shall be considered as included in the contract prices paid for the items of work which require the use of the sites and no additional compensation will be allowed therefor.

### **10.3 WATER SUPPLY.**

The Contractor is responsible for making its own arrangements to obtain an adequate supply of water required for the proper construction of this project in accordance with the contract documents. The Contractor shall be responsible for all costs associated with obtaining construction water. If the Contractor uses non-potable water on the project, the sources and discharge of non-potable water shall meet the California Department of Health Services water reclamation criteria and the requirements of the Lahontan Regional Water Quality Control Board.

If used, non-potable water shall not be conveyed in tanks or drain pipes which will be used to convey potable water. There shall be no connection between non-potable water supplies and potable water supplies. Non-potable water supply, tanks, pipes, and other conveyances of non-potable water shall be labeled, "NON-POTABLE WATER—DO NOT DRINK."

Full compensation for developing a water supply, loading, and transporting water, labeling as specified, and dust control and moisture-conditioning on the project site shall be considered included in the prices paid for the various Contract Items of work involving the use of water and no additional compensation will be allowed therefor.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

When ordered by the Engineer, a dust palliative conforming to the provisions of Section 18, "Dust Palliative," of the Standard Specifications shall be used to control dust on this project. No direct payment shall be made for dust palliative. Payment for dust palliative shall be included in the cost of other work.

### **10.4 EXISTING FACILITIES.**

The Contractor shall be responsible for protecting all existing structures and facilities from damage as a result of the Contractor's activities. Any damage resulting from the Contractor's operations shall be repaired immediately, at the Contractor's expense.

## **SECTION 11. PROGRESS MEETINGS**

### **11.1 WEEKLY PROGRESS MEETINGS.**

The Engineer will conduct Progress Meetings at regularly scheduled times convenient for all parties involved. Progress Meetings are in addition to specific meetings held for other purposes, such as coordination meetings. Discussions will address administrative and technical issues of concern, determining resolutions, and development of deadlines for resolution within allowable time frames.

### **11.2 ATTENDEES.**

As may be required by the Engineer, in addition to representatives of Mono County and the Contractor, each subcontractor, supplier or other entity concerned with current progress or involved in

planning, coordination or performance of future activities shall be represented at these meetings by individuals directly involved with the Contract and authorized to conclude matters relating to progress.

## **SECTION 14. WORK SCHEDULE AND LIQUIDATED DAMAGES**

### **14.1 BEGINNING OF WORK AND TIME OF COMPLETION.**

The Contractor shall begin work on the date provided in the Notice to Proceed issued by the Public Works Director or his designee. The work shall be diligently prosecuted to completion before the expiration of 30 WORKING DAYS beginning on the date set forth in the Notice to Proceed.

### **14.2 LIQUIDATED DAMAGES.**

The County expects the Contractor to perform its responsibilities and tasks as specified in these Contract Documents. The expectation is reasonable, within normally acceptable business practices, and in the best interest of the County and its residents. The Contractor acknowledges that the County, in entering this Agreement, has considered and relied on the Contractor's representations as to its ability and commitment to quality and timeliness of service; that the provision of reliable and timely services is of utmost importance to the County; and that the County will suffer damages if the Contractor fails to fulfill its obligations under the Contract. The Contractor acknowledges that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages that the County will suffer and that liquidated or actual damages attach and will be payable from any funds due to the Contractor.

The liquidated damages described below, represent the projected financial loss and expenditures that may occur as a result of Contractor non-performance, including financial loss as a result of project delays. The County and Contractor agree that the liquidated damages provided for herein do not represent a penalty; rather, the liquidated damages represent a good faith effort by the County and Contractor to establish a reasonable estimate of the damages that will be incurred by the County in the circumstances described, considering all of the circumstances existing on the date of contract award, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient.

This provision for liquidated damages for delay shall in no manner affect the County's right to terminate the Contract or the Contractor's right to perform the Contract as provided elsewhere in the Contract Documents. The County's exercise of the right to terminate shall not release the Contractor from its obligation to pay said liquidated damages in the amount set out below.

The Contractor shall pay to the County the sum of \$5,500 per day, as liquidated damages, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above. This sum is based on the recommended calculation located in the Caltrans Local Assistance Procedures Manual at page 12-20 available at [http://www.dot.ca.gov/hq/LocalPrograms/lam/prog\\_p/lapmcomplete-2-2012.pdf](http://www.dot.ca.gov/hq/LocalPrograms/lam/prog_p/lapmcomplete-2-2012.pdf).

### **14.3 BREACH.**

If conditions of non-performance justifying the imposition of liquidated damages continue, they may amount to a material breach for which the County may pursue recovery of actual losses resulting from the Contractor's failure to perform, and the County expressly reserves this right. The County shall notify the Contractor in writing, for any default specified herein, and such liquidated damages shall be paid by the Contractor within thirty (30) calendar days of the County's notice. The Contractor's failure to pay the assessed liquidated damages within the designated time frame may be deemed by the County as a breach of contract.

## SECTION 15. PROJECT CLOSEOUT

### 15.1 "As-Built" Drawings.

The Contractor shall maintain a set of accurate "as-built" drawings during the course of the project. Any project work completed that varies from the "as-built" drawings as issued shall be legibly noted on the "as-built" drawings in red ink. Both text and line work shall be used to reflect the changes. The "as-built" drawings shall be clearly labeled as "as-built" drawings and each sheet signed and dated by the Contractor, certifying that the information provided is accurate. At the completion of the project and prior to final payment, the "as-built" drawings shall be delivered to the County and, upon receipt, shall be maintained as the property of the County.

## EXHIBIT 2

### AGREEMENT BETWEEN THE COUNTY OF MONO AND \_\_\_\_\_ FOR CONSTRUCTION SERVICES RELATED TO THE VIRGINIA LAKES ROAD MAINTENANCE PROJECT PREVAILING WAGES AS OF: February 1, 2021

#### A. Determination.

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

#### B. Prevailing Wage Rate.

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

#### C. Apprentices.

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

#### D. Penalty for Non-Payment of Prevailing Wages.

Pursuant to Section 1775 of the California Labor Code, Contractor, and any subcontractor under him, shall, as a penalty to the County, forfeit not more than fifty dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the general rate of per diem wages for the performance of services and work that constitute a public work, as determined by the Director, for the work or craft for which the worker is employed in the performance of services and work provided under this Agreement that constitute a public work, except as provided by subdivision (b) of Section 1775 of the California Labor Code. California Labor Code Section 1775 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

#### E. Payroll Records.

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

#### F. Inspection of Payroll Records.

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Contractor, and any subcontractor under him, shall comply with each of the additional requirements set forth in California Labor Code Section 1776, regarding: (1) the form of records; (2) the provision of records upon request to the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the California Department of Industrial Relations; and, (3) the inspection of records by the public. California Labor Code Section 1776 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

G. Posting of Prevailing Wages at Job Site.

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

H. Hours.

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

I. Overtime.

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

J. Records of Hours.

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

K. Penalty for Violation of Work Hours.

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

L. Registration with DIR and Compliance Monitoring.

Under Labor Code section 1725.5, no contractor or subcontractor may be listed in a bid proposal (with limited exceptions stated in Labor Code section 1771.1) or awarded a contract for a public works project unless registered with the Department of Industrial Relations. This project is subject to compliance monitoring and



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enforcement by the Department of Industrial Relations.

**CALIFORNIA LABOR CODE:**  
Sections 1771, 1775, 1776, 1777.5, 1813, and 1815

**§ 1771. Payment of general prevailing rate**

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

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

**§ 1775. Penalties for violations**

- (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.
- (2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:
  - (i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
  - (ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
- (B) (i) The penalty may not be less than ten dollars (\$10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
- (ii) The penalty may not be less than twenty dollars (\$20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
- (iii) The penalty may not be less than thirty dollars (\$30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.
- (C) When the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.
- (D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

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- (E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.
- (b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:
- (1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - (2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
  - (3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
  - (4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- (c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

**§ 1776. Payroll records; retention; noncompliance; penalties; rules and regulations**

- (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
- (1) The information contained in the payroll record is true and correct.
  - (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- (b) The payroll records enumerated under subdivision (a) shall be certified and furnished directly to the Labor Commissioner in accordance with subdivision (a) of Section 1771.4, and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

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(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)

(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

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

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

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

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

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

**§ 1777.5. Employment of apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions**

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

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

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

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

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

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

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the

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contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

- (f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.
- (g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
- (h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.
- (i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).
- (j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.
- (k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:
  - (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
  - (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
  - (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
  - (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.
- (l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be

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required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

- (m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.
- (2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:
  - (A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
  - (B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.
  - (C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.
- (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.
- (n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.
- (o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).
- (p) All decisions of an apprenticeship program under this section are subject to Section 3081.

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

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

### **§ 1815. Overtime**

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

### EXHIBIT 3

**AGREEMENT BETWEEN COUNTY OF MONO**  
**AND [Click here to enter text.](#)**  
**FOR CONSTRUCTION SERVICES RELATED TO THE VIRGINIA LAKES ROAD**  
**MAINTENANCE PROJECT**

#### **BOND REQUIREMENTS**

Contractor shall furnish and maintain during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the Public Works Director or his designee after consultation with the County Risk Manager, the following bonds: 1) a labor and materials payment bond in an amount equal to one hundred percent (100%) of the contract price; 2) a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price; and, 3) upon project completion and acceptance by the County, a one-year warranty bond in an amount equal to ten percent (10%) of the contract price. The bonds shall comply with the requirements of California Civil Code Section 9554 and must be issued by an "Admitted Surety Insurer." For purposes of this Agreement, an Admitted Surety Insurer means a corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code. Bonds shall be in a form acceptable to the Mono County Counsel. The Attorney-in-Fact (resident agent) who executes the bonds on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge this Power of Attorney as of the date of the execution of the surety bond that it covers. If any surety becomes unacceptable to the County or fails to furnish reports as to its financial condition as requested by the County, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the work contemplated by this Agreement. Payment and Performance Bonds are released by the County 35 days from the date of filing of the Notice of Completion. Sample bond forms are included on the following pages.



**PERFORMANCE BOND**

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

MONO COUNTY VIRGINIA LAKES ROAD MAINTENANCE PROJECT as described on the Plans, Specifications, and Contract Documents.

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

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

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

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

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

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

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Contractor

\_\_\_\_\_  
Name of Surety (SEAL)

By : Attorney-in-Fact

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Mono County Counsel

**PAYMENT BOND**

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

MONO COUNTY VIRGINIA LAKES ROAD MAINTENANCE PROJECT as described on the Plans, Specifications, and Contract Documents.

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

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

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and his subcontractors under Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

Dated: \_\_\_\_\_, 20 \_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_

\_\_\_\_\_  
Surety (SEAL)

\_\_\_\_\_

\_\_\_\_\_  
By : Attorney-in-Fact

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Mono County Counsel

**WARRANTY BOND**

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

Signed, Sealed, and Dated

The condition of the above obligation is that if said Principal, its successors and assigns, as Contractor in the contract for the work described herein, or its subcontractor, fails to maintain and remedy in a good workmanlike manner the work of MONO COUNTY VIRGINIA LAKES ROAD MAINTENANCE PROJECT such that it is free from defects in materials and workmanship for a period of one year commencing on

\_\_\_\_\_ (the "Maintenance Period") and shall indemnify and save harmless the County of Mono, its officers and agents, as stipulated in the contract, said Surety will pay for the same in an amount not to exceed the sum hereinabove set forth, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

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

Dated: \_\_\_\_\_, 20 \_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
Principal

\_\_\_\_\_  
\_\_\_\_\_  
Surety (SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
By : Attorney-in-Fact

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Mono County Counsel

## EXHIBIT 4

### AGREEMENT BETWEEN THE COUNTY OF MONO AND FOR CONSTRUCTION SERVICES RELATED TO THE VIRGINIA LAKES ROAD MAINTENANCE PROJECT

#### INVOICING, PAYMENT AND RETENTION

3.E. (1). Invoicing and payment. Contractor shall submit to the County, not more than once per month, a payment request in the form of an itemized statement of all services and work described in the Scope of Work (Attachment A) and Contract Documents, which were done at the County's request. The statement to be submitted will cover the period from the first day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment at the conclusion of the work. All statements submitted in request for payment should identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoices shall be informative and concise regarding work performed during that billing period.  If this box is checked, then invoicing shall be made in the format and according to the schedule and payment terms set forth in the Application and Certificate for Payment set forth on the following two pages.

The progress of work shall initially be determined by Contractor, but must then be approved in writing by the County. Additionally, the making of one or more progress payments shall not be construed as approval of the work performed by the Contractor. Should Contractor submit an improper payment request, the County shall, as soon as practicable, return the request to Contractor accompanied by a document setting forth the reasons why the payment request is not proper. Should the County determine the services or work have not been completed or performed as called for in the Scope of Work (Attachment A) and/or the Contract Documents and/or should Contractor submit an improper payment request, then County shall withhold payment of any disputed amount, plus those amounts authorized by Public Contract Code section 7107, until the services and work are satisfactorily completed or performed and/or the payment request is corrected and resubmitted.

Final payment (excluding retention) for work completed by the Completion Date specified in the Notice of Completion, shall be made within 35 days from the date that County records the Notice of Completion.

3.E.(2). Retention. In accordance with Sections 20104.50 and 9203 of the Public Contract Code, County shall retain 5% of each progress payment until the project is completed unless, at any time after 50 percent of the work has been completed, the Board of Supervisors finds that satisfactory progress is being made, in which case County may make any of the remaining progress payments in full for actual work completed. In accordance with Section 22300 of the Public Contract Code, Contractor may substitute securities for any moneys withheld by the County to ensure performance under this Agreement or request the County to make payments of the retention earnings directly to an escrow agent at Contractor's expense.

Retention for work completed by the Completion Date will be released within 60 days of the date the County records the Notice of Completion.

# SECTION III



## TECHNICAL SPECIFICATIONS

### VIRGINIA LAKES ROAD MAINTENANCE PROJECT

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

**TECHNICAL SPECIFICATIONS**

Virginia Lakes Road Maintenance Project

9310

**Table of Contents**

**Page Number**

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<b>TECHNICAL SPECIFICATIONS</b> .....	<b>2</b>
<b>1 DESCRIPTION OF WORK</b> .....	<b>3</b>
<b>5 CONTROL OF WORK AND MATERIALS</b> .....	<b>3</b>
<b>8 MOBILIZATION</b> .....	<b>4</b>
<b>12 TEMPORARY TRAFFIC CONTROL</b> .....	<b>5</b>
<b>13 WATER POLLUTION CONTROL</b> .....	<b>7</b>
<b>15 PROTECTION OF EXISTING FACILITIES</b> .....	<b>8</b>
<b>18 DUST CONTROL</b> .....	<b>9</b>
<b>37 BITUMINOUS SEALS</b> .....	<b>10</b>
<b>82 STREET SIGNS</b> .....	<b>16</b>
<b>84 MARKINGS</b> .....	<b>17</b>

# 1 DESCRIPTION OF WORK

The **Virginia Lakes Road Maintenance Project** (hereinafter referred to as the project) is for the purpose of rehabilitation the condition of asphalt concrete on Virginia Lakes Road near the community of Bridgeport, CA by fog seal. Pavement Striping and Markings will be applied after the repaving.

There may be other items of work not mentioned above that are required by the 2018 State of California, Department of Transportation, Standard Specifications, Latest Edition (hereinafter referred to as CT Specifications), or these Technical Specifications.

Work shall conform to the State of California (Caltrans) 2018 Standard Specifications and Standard Plans, except as modified herein and on the project plans. In the event of conflicting specifications on a technical matter, the order of precedence is:

- 1 Project Plans.
- 2 These Technical Specifications.
- 3 Caltrans Standard plans and Standard Specifications, 2018 edition.

## Submittals:

The Contractor shall provide an 'electronic file' of submittals for each item required in the following sections of these technical specifications.

The Engineer reserves the right to require additional submittals from the Contractor that are not specifically identified. If so requested, the Contractor shall provide the Engineer with an 'electronic file' of any additional submittals.

# 5 CONTROL OF WORK AND MATERIALS

## Submittals:

Construction schedule

## Construction:

Work shall progress only after engineer's approval of the Construction Schedule Submittal. The construction schedule shall include consideration for local events. Many of these events have set up times and clean up times that must also be avoided, before and after said event. Refer to <https://www.monocounty.org/things-to-do/events/> for the most current list of events planned for each community, and schedule accordingly. Events that could possibly conflict with construction include:

The engineer may increase or decrease blockout dates for local events. During the duration of local events, work can continue in unaffected regions. Days blocked out due to special events will not be working days.

Highway 395 and Highway 6 are State of California, Highway department roads (CalTrans). All work where Mono County roads join or enter the Caltrans ROW must be done in conformance with an approved Caltrans Encroachment Permit. Mono County will obtain the required Caltrans Encroachment Permit for this work. No work shall be done within the CalTrans right-of-way without

the contractor being in possession of an approved encroachment permit signed by CalTrans.

No equipment or construction materials shall be stored or staged within the traveled way. The Contractor shall coordinate with Mono County regarding establishment and operation of storage and staging areas.

In each stage of construction, after completion of the preceding stage, the first order of work shall be the removal of any existing pavement delineation that conflicts with the pavement delineation being used by public traffic, as determined by the Engineer.

24 Hour Contact Number - The Contractor shall assign a project superintendent and an assistant who have the complete authority to make decisions on behalf of the Contractor. The project superintendent or the assistant shall be at the project site at all times during the construction and shall be available and on call 24 hours a day, 7 days per week for the duration of the project. The Contractor shall provide the Engineer and the Mono County Sheriff's Department primary and secondary 24-hour mobile phone numbers for the project superintendent and the assistant. These numbers shall not automatically direct calls to a recorder or other message taking service.

Advance Public Notification – At least 7 days and no more than 14 days prior to beginning any work on the project, the Contractor shall sign or post written notice in each community and notify other applicable parties listed below. Notice shall be given for general construction activity in an area as well as specific activities that will, in any way, inconvenience residents/property owners/tenants or affect their operations or access to their property. Such notices shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration, and the name, address, and contact number of the Contractor's superintendent and Mono County Public Works.

The Contractor shall provide Advance Notice to the following parties.

General

760 932 7549 Mono County Sheriff Department  
760 387 2955 Mono County Fire/Rescue Department  
760 872 0674 Caltrans Encroachment Permit Office

Payment:

There is no separate payment for Control of Work.

## **8 MOBILIZATION**

General:

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to and from the project site.

Submittals:

Equipment and materials storage locations  
Staging locations

Payment:

The contract LUMP SUM price paid for MOBILIZATION shall constitute full compensation for furnishing all labor and materials, including tools, equipment and incidentals, and for performing the



work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of equipment and materials, creating as-built drawings, and for performing all work required for which separate payment is not otherwise provided as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer. No adjustment will be made to the lump sum price for mobilization due to the requirement of a winter suspension, two mobilizations, or changes to other items of work or additions to the Contract. The contract LUMP SUM payments for MOBILIZATION will only be paid as work begins in each separate project area

## **12 TEMPORARY TRAFFIC CONTROL**

### General:

All work performed in connection with TEMPORARY TRAFFIC CONTROL shall conform to the provisions in CT Specifications Section 12 TEMPORARY TRAFFIC CONTROL. Sections 7- 1.08, "Public Convenience," 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," and these Technical Specifications. Nothing in these Technical Specifications shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

At the pre-construction meeting, the traffic control requirements for the project shall be reviewed with the Contractor including all of the Contractor's foremen or supervisors.

### Submittals:

The Contractor shall submit a traffic control plan prepared by a Civil Engineer. The traffic control plan shall meet the requirements of the Caltrans encroachment permit. If acceptable to Caltrans, applicable Caltrans Standard Plans (T-sheets) may be used in lieu of a traffic control plan prepared by a Civil Engineer.

All hauling on local roads and streets shall be on routes acceptable to the Engineer. The Contractor shall submit the anticipated haul routes 2 working days prior to the pre-construction meeting.

### Construction:

The Contractor shall post "No Parking" signs, as necessary, not less than 72 hours in advance of scheduled work that will restrict parking. If the work is not performed during the timeframe indicated on the "No Parking" signs, the work shall be rescheduled with at least three (3) working days advance notice. No parking signs shall state the dates and times that the no parking restrictions will be in effect.

The Contractor shall leave the street open to traffic.

A minimum of one paved traffic lane, not less than ten (10) feet wide, shall be open for use by public traffic in each direction of travel except for single direction traffic control with flaggers as approved by the Engineer. Traffic may not be routed over unpaved roadways unless authorized by the Engineer.

Except for temporary interruptions approved by the Engineer, Contractor shall maintain property owner access to their property over both walkways and driveways at all times.

The Contractor shall maintain a safe workplace at all times, including, but not limited to, providing flaggers, safety equipment, barricades, safe pedestrian passage along sidewalks, and maintenance of handicap access throughout the project site where applicable.

The Contractor shall fulfill the requirements of this section 24 hours per day, seven days per week, including holidays, from the time the Notice to Proceed is issued until the project is accepted as complete.

Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a portable sign stand with flags. The sign shall be placed as approved by the Engineer.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

All excess and unsuitable material resulting from the Contractor's operation shall be removed from the project site before the end of each workday.

#### Payment:

The contract LUMP SUM price paid for "TRAFFIC CONTROL" shall include full compensation for furnishing all labor, materials (including signs, arrow boards, barricades and cones), tools, equipment and incidentals, preparing the required traffic control plans, and providing construction and detour signs, flaggers, police support and the installation and subsequent removal of signing, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system as shown on the plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer. The LUMP SUM price paid for "TRAFFIC CONTROL" applies only to the specific area of construction identified on the Bid Sheets.

## 13 WATER POLLUTION CONTROL

### General:

The intent of the WATER POLLUTION CONTROL is to eliminate the potential for this dust or sediment to exit the project site in any form of runoff and to conform to any federal, state and/or local requirements.

### Submittals:

Documentation demonstrating that Fiber Roll is certified seed proof.

Plan showing contractors proposed placement of erosion and sediment control bmps.

### Materials: Fiber

rolls

Other BMP's as determined in the field

### Construction:

Work shall be scheduled for time when there is no stormwater runoff entering or exiting the site, except as authorized by the engineer.

No construction debris shall be allowed to exit the site.

Contractor shall have pavement sweeping and vacuuming equipment to collect sediment, dust and debris to eliminate the potential for construction debris from leaving the site.

Contractor may be required to have Fiber rolls available in the instance that a rainstorm is predicted while there is sediment on the paved surfaces. If sediment is continuously removed from paved surface, fiber rolls may not be required.

Work shall include furnishing all labor, materials (including fiber rolls, silt fences, geotextiles, etc.), tools, equipment and incidentals, and providing the required BMPs and subsequent removal of BMPs, and for performing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the erosion control system as shown on the plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

### Project Winterization:

This project is not expected to require winterization. If winterization is required all costs associated with it will be the responsibility of the Contractor. Winterization would include cleaning all surfaces of sediment, debris and dust. If there is a winter shutdown, no work will be permitted in project areas that have not been started.

### Payment:

The contract LUMP SUM price paid for "WATER POLLUTION CONTROL" shall include full compensation for furnishing all labor, equipment, and materials (including fiber rolls, silt fences, geotextiles, sweeping, etc.), tools, equipment and incidentals, and providing the required BMPs and subsequent removal of BMPs, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the WATER POLLUTION CONTROL as shown on the plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

## 15 PROTECTION OF EXISTING FACILITIES

### General:

Existing facilities requiring adjustment include removal and connection to existing storm drainage. All work performed in connection with PROTECTION OF EXISTING FACILITIES shall conform to the provisions in Section 15, "Existing Highway Facilities," and Section 4-1.03D "Changes" of the CT Specifications and these Technical Specifications.

### Construction:

**Existing underground utility lines are not shown on the plans.** This project includes only surface work. The Contractor shall be responsible for locating and field verifying the location of all existing utilities and utility features prior to the start of construction activities and protecting all facilities during construction. (Note: There is a fiber optic line in the vicinity of this project.) Engineer shall be notified of utility conflicts. Contractor shall allow 14 days after notification of utility conflicts prior to construction of affected work. Damage caused by the Contractor to existing facilities shall be repaired within 24 hours at the sole expense of the Contractor.

**Existing overhead utility lines are not shown on the plans.** The contractor shall take all precautionary measures necessary to protect overhead utility lines and protect workers and pedestrians during construction operations.

The Contractor shall notify and coordinate the work of identifying and marking utility facilities with the respective utility companies. The Contractor is required to call Underground Service Alert (USA) at 811 forty-eight (48) hours in advance of any excavation activity. The Contractor shall submit to the Engineer copies of all USA confirmation numbers including associated documentation.

Existing survey monuments shall be preserved, referenced or replaced pursuant to the requirements of State of California Streets and Highways Code Sections 732.5, 1492.5, and 1810.5 and Business and Professions Code Section 8771 and the following:

The Contractor shall not disturb permanent survey monuments or benchmarks except as shown on the plans and as approved by the Engineer. The Contractor shall bear the expense of replacing any monuments or benchmarks that may be disturbed without permission. Replacement shall be done only by a registered Land Surveyor in the presence of the Engineer.

Should the Contractor during the course of construction encounter a survey monument or benchmark not shown on the plans, he shall promptly notify the Engineer so that the monument or benchmarks may be referenced accordingly.

### Payment:

Full compensation for PROTECTION OF EXISTING FACILITIES shall be considered as included in the contract prices paid for the various other items of work, and no additional compensation will be allowed therefor.

## **18 DUST CONTROL**

### General:

All work performed in connection with DUST CONTROL shall conform to the provisions in CT Specifications Section 18 DUST PALLIATIVES.

### Submittals:

Documentation for any dust palliative materials proposed.

### Construction:

The Contractor shall perform necessary work to control dust at all times as required by regulation.

Sweep up or vacuum any residue before it can be blown by traffic or wind, migrate across lanes or shoulders, migrate to adjacent soils or enter a drainage facility.

Debris collected shall be disposed legally, such as at landfill facility.

### Payment:

Full compensation for DUST CONTROL shall be considered as included in the contract prices paid for the various other items of work, and no additional compensation will be allowed therefor.

## 37 BITUMINOUS SEALS

### 37-3. Slurry Seals:

Applying a slurry seal consists of spreading a mixture of asphaltic emulsion or polymer modified asphaltic emulsion, aggregate, set-control additives, and water on a surface or pavement.

#### Submittals:

Submit a laboratory report of test results and a proposed mix design 10 days before starting placement of slurry seal. The report and mix design must include the specific materials to be used.

The laboratory report must include:

1. Test results used in the mix design
2. Proportions of the following materials based on the aggregate's dry weight:
  - 2.1. Aggregate
  - 2.2. Filler determined from tests, minimum and maximum
  - 2.3. Water, minimum and maximum
  - 2.4. Asphalt solids content
  - 2.5. Set control agent
3. Comparison of slurry seal test results to the specified values

The testing laboratory must sign the original laboratory report and mix design.

If the mix design consists of the same materials covered by a previous laboratory report, you may submit the previous laboratory report that must include material testing data performed within the previous 12 months for authorization.

If you change any of the materials in the mix design, submit a new mix design and laboratory report at least 10 days before starting slurry seal work.

Your laboratory must be able to perform International Slurry Surfacing Association tests and mix designs.

#### Materials:

Aggregate for slurry seal and micro-surfacing must comply with the gradation requirements shown in the following table:

Sieve size	Percentage passing by aggregate type	
	II	III
3/8"	100	100
No. 4	94–100	70–90
No. 8	65–90	45–70
No. 16	40–70	28–50
No. 30	25–50	19–34
No. 200	5–15	5–15

Aggregate must be rock dust or sand such as plaster sand. Aggregate larger than the no. 50 sieve must be 100 percent crushed rock. Aggregate must be free from vegetable matter, deleterious substances, caked or clay lumps, and oversized particles.

The slurry seal mix design must comply with the requirements shown in the following table:

### Slurry Seal Mix Design Requirements

Quality characteristic	Test method <sup>a</sup>	Requirement
Consistency (max, mm)	Technical Bulletin 106	30
Wet stripping	Technical Bulletin 114	Pass
Compatibility	Technical Bulletin 115	Pass <sup>b</sup>
Cohesion test <sup>c</sup> , within 1 hour (min, kg-mm)	Technical Bulletin 139	200
Wet track abrasion (max, g/m <sup>2</sup> )	Technical Bulletin 100	810

<sup>a</sup>Test methods are by the International Slurry Surfacing Association.

<sup>b</sup>Mixing test must pass at the maximum expected air temperature at the job site during placement.

<sup>c</sup>Using project source aggregate, asphaltic emulsion, and set-control agents if any.

The mix design must have the percent of asphaltic emulsion, based on percentage by weight of the dry aggregate, within the ranges shown in the following table:

<b>Asphaltic Emulsion Percentage</b>	
Aggregate type	Range
II	12–18
III	10–15

The Engineer determines the exact percentage based on the design asphalt binder content and the asphalt solids content of the asphaltic emulsion furnished.

Aggregate:

If the specific gravities differ by 0.2 or more, California Test 202 is replaced with California Test 105 for blends of different aggregates.

Aggregate for slurry seal must comply with the requirements for the type shown in the following table:

<b>Aggregate Quality</b>			
Quality characteristic	Test method	Requirement by aggregate type	
		II	III
Sand equivalent (min)	California Test 217	55	60
Durability index (min)	California Test 229	55	55

Each day's aggregate moisture content measurements must not vary more than  $\pm 0.5$  percent.

Polymer modified asphaltic emulsion must:

1. Consist of a polymer mixed with a bituminous material uniformly emulsified with water and an emulsifying or stabilization agent.
2. Use either neoprene polymer or butadiene and styrene copolymer. The polymer must be homogeneous and milled into the asphaltic emulsion at the colloid mill.
3. Polymer modified asphaltic emulsion must be Grade PMCQS1h cationic and must comply with the requirements shown in the following table:

**Polymer Modified Asphaltic Emulsion Requirements**

Quality characteristic	Test method	Requirement
Tests on emulsion:		
Saybolt Furol viscosity @ 25 °C (Saybolt Furol seconds)	AASHTO T 59	15–90
Sieve test (%)	AASHTO T 59	0–0.3
Storage stability after 1 day (%)	AASHTO T 59	0–1
Residue by evaporation (min, %)	California Test 331	57
Particle charge	AASHTO T 59	Positive
Tests on residue by evaporation:		
Penetration at 25 °C	AASHTO T 49	40–90
Ductility at 25 °C (min, mm)	AASHTO T 51	400
Torsional recovery (min, %) or Polymer content (min, %)	California Test 332  California Test 401	18  2.5

**Construction:**

Before applying slurry seal or micro-surfacing, cover manholes, valve and monument covers, grates, or other exposed facilities located within the area of application using plastic or oil resistant construction paper secured by tape or adhesive to the facility being covered. Reference the covered facilities with enough control points to relocate the facilities after application of the seal coat.

In areas inaccessible to spreading equipment, spread the slurry seal or micro-surfacing mixture with hand tools or other authorized methods. If placing with hand tools, lightly dampen the area first. Do not handle or shift the material.

Proportion slurry seal ingredients in compliance with the authorized mix design. Proportion and blend different aggregate types before adding other ingredients.

After proportioning, the slurry seal mixture must be workable. The slurry seal surface must be cured to allow traffic within 1 hour after placement. The slurry seal must not show bleeding, raveling, separation, or other distresses for 15 days after placing.

Spread slurry seal uniformly within the specified spread rate range. Do not spot, rehandle, or shift the mixture.

The Engineer determines the exact spread rate for slurry seal. The completed rate must be within 10 percent of the Engineer's determined spread rate. The slurry seal spread rates must be within the ranges shown in the following table:

Type of aggregate	Range (lb of dry aggregate/sq yd)
II	10–15
III	20–25

Longitudinal joints must correspond with lane lines. You may request other longitudinal joint patterns if they do not adversely affect the slurry seal.

Spread slurry seal in full lane widths. Do not overlap slurry seal between adjacent lanes more than 3 inches.

Use kraft paper at transverse joints and over previously placed slurry seal to prevent double placement. Remove the paper after use. Use hand tools to remove spillage.



The finished surface must be smooth.

The mixture must be uniform and homogeneous after spreading, and there must not be separation of the emulsion and aggregate after setting.

Protect the slurry seal from damage until it has cured and will not adhere or be picked up by vehicle tires.

#### Mixing and Spreading Equipment:

Mixing and spreading equipment for slurry seal must proportion asphaltic emulsion, water, aggregate, and any set-control additives by volume and mix them in continuous pugmill mixers. Continuous pugmill mixers must be of adequate size and power for the type of materials to be mixed.

Introduce emulsion into the mixer with a positive displacement pump. If you use a variable-rate pump, the adjusting unit must be sealed in its calibrated position.

Introduce water into the mixer with a meter that measures gallons.

Identifying numbers for equipment must be at least 2 inches high and located on the front and rear of the vehicle.

If truck-mounted mixer-spreaders are used, keep at least 2 operational spreaders at the job site during placement.

In areas inaccessible to spreading equipment, spread the slurry seal mixture with hand tools. If placing with hand tools, lightly dampen the area first. Do not handle or shift the mixture.

#### Truck Mounted Mixer Spreaders:

Truck mounted mixer spreaders must comply with the following:

1. Rotating and reciprocating equipment must be covered with metal guards.
2. Proportion aggregate using a belt feeder with an adjustable cutoff gate. The Engineer verifies the height of the gate opening.
3. Belt feeder must have a depth monitor device. The depth monitor device must automatically shut down power to the belt feeder when the aggregate depth is less than 70 percent of the target depth.
4. Separate monitor device must detect the revolutions of the belt feeder. This device must automatically shut down power to the belt feeder if it detects no revolutions. If the belt feeder is an integral part of the equipment's drive chain, the monitor device is not required.
5. Aggregate belt feeder must be connected directly to the drive on the emulsion pump. The aggregate feeder drive shaft must have a revolution counter reading the nearest 0.10 revolution for micro-surfacing, and nearest 1 revolution for slurry seal.
6. Emulsion storage must be equipped with a device that automatically shuts down power to the emulsion pump and aggregate belt feeder when the level of stored emulsion is lowered. To allow for normal fluctuations, there may be a delay of 3 seconds between detection of low emulsion storage levels or low aggregate depths and automatic power shut down.
7. Emulsion storage must be located immediately before the emulsion pump.
8. Emulsion storage tank must have a temperature indicator at the pump suction level. The indicator must be accurate to  $\pm 5$  degrees F.

9. No-flow and revolution warning devices must be in working condition and comply with California Test 109. Low-flow indicators must be visible while walking alongside the equipment.

#### Continuous Self-Loading Mixing Machine:

Continuous self-loading mixing machines must be automatically sequenced and self-propelled. The mixing machine must deliver each material to a double shafted mixer and discharge the mixed material on a continuous flow basis. The mixing machine must have sufficient storage capacity to maintain a continuous supply of material to the proportioning controls. The mixing machine operator must have full control of forward and reverse speeds during placement.

#### Spreader Box:

The spreader box used to spread the slurry mixture must be:

1. Capable of spreading an entire lane width.
2. Equipped with flexible rubber belting on each side. The belting must contact the pavement to prevent loss of slurry from the box.
3. If wider than 7.5 feet, equipped with baffles, reversible motor-driven augers, or equivalent features to uniformly apply the slurry seal on superelevated sections and shoulder slopes.
4. Equipped with rear flexible strike-off blades in close contact with the pavement and adjustable to various crown shapes to uniformly apply the slurry seal.
5. Equipped with flexible drags attached to the rear and cleaned daily and changed if longitudinal scouring occurs.
6. Clean and free of slurry seal or emulsion at the start of each work shift.

#### Surface Preparation:

Before you place slurry seal or micro-surfacing, clean the pavement surface by removing loose particles of extraneous materials, including paving and dirt. Use any nondestructive method, such as flushing or sweeping.

#### Placement:

Longitudinal and transverse joints must be:

1. Uniform
2. Straight
3. Neat in appearance
4. Butt-type joints
5. Without material buildup
6. Without uncovered areas

#### Place longitudinal joints:

1. On centerlines, lane lines, edge lines, or shoulder lines
2. With overlaps not more than 3 inches

Set the leading edge of kraft paper on transverse joints to create a straight butt joint with the next application when the paper is removed.

#### Weather Conditions:

Only place slurry seal or micro-surfacing if both the pavement and air temperatures are at least 50 degrees F and rising. Do not place slurry seal or micro-surfacing if either the pavement or air temperature is below 50 degrees F and falling. The expected high temperature must be at least 65 degrees F within 24 hours after placement.

Do not place slurry seal or micro-surfacing if rain is imminent or the air temperature is expected to be below 36 degrees F within 24 hours after placement.

Payment:

Payment quantity for SLURRY SEAL will be measured by the SQUARE YARD (SY). The contract unit price paid per SQUARE YARD for "SLURRY SEAL" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and doing all work involved in constructing slurry seal, including surface cleaning, and contractor quality control according to CT Specification Sections complete in-place, as shown on the plans and as specified in these Technical Specifications or as directed by the Engineer.

## **82 STREET SIGNS**

Remove the existing street signs shown on the plans.

Install new foundation, post and sign shown on the plans, per the detail shown on the plans.

Payment:

The unit price bid for REMOVE SIGN will be paid per EACH item completed.

The unit price bid for INSTALL SIGN will be paid per EACH item completed.

## 84 MARKINGS

### General:

This work shall consist of application of painted pavement striping and markings including applying paint and glass beads. Equipment, mixing, surface preparation, application, and tolerances for furnishing and applying traffic striping and pavement markings shall conform to Section 84, "Markings" of the CT Specifications and these Technical Specifications.

### Submittals:

Submit manufacturers cut sheet for Paint Materials.

### Materials:

Paint type shall be Waterborne traffic line in accordance with Section 84 of the CT Specifications and shall be applied in two (2) coats.

Glass Beads shall be per CT Specifications Section 84.

### Construction:

At least 48 hours shall elapse between application of a bituminous seal coat and permanent pavement marking. Traffic Stripes and Pavement Marking Paint shall be applied in conformance with CT Specifications Section 84.

Approximate locations of all new pavement markings shall match existing pavement marking locations. Before obliterating any traffic stripes, pavement markings, and pavement markers to be replaced at the same location, reference the stripes, markings, and markers. Include limits and transitions with control points to reestablish the new stripes, markings, and markers. Submit your references to the control points at least 5 business days before obliterating the stripes, markings, and markers.

All traffic striping and pavement markings damaged by the Contractor's operations shall be replaced in kind.

Apply Glass Beads to paint per CT Specifications Section 84.

Any markings installed by the Contractor that the Engineer has not pre-approved, and that the Engineer determines are installed improperly or in the wrong locations, shall be removed and replaced to the satisfaction of the Engineer at the Contractor's sole expense.

### Payment:

The contract unit price paid per each item included in this specification section shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

Payment quantity of NO PASSING CENTERLINE (Paint) is the length in LINEAR FEET (LF) measured along the line of the traffic stripe.

Payment quantity of PASSING ONE DIRECTION CENTERLINE (Paint) is the length in LINEAR FEET (LF) measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe.

Payment quantity of 6" PASSING CENTERLINE (Paint) is the length in LINEAR FEET (LF) measured

along the line of the traffic stripe without deductions for gaps in the broken traffic stripe.

Payment quantity of RIGHT FOG LINE (Paint) is the length in LINEAR FEET (LF) measured along the line of the traffic stripe.

Payment quantity of CROSSWALK AND YIELD LINES (Paint) includes payment for EACH group of crosswalk stripes and two lane-width yield lines as shown on the plans, and details completed.

# QUALITY ASSURANCE PROGRAM (QAP)

## AGENCY: County of Mono

The purpose of this program is to provide assurance that the materials incorporated into the construction projects are in conformance with the contract specifications. This program should be updated every five years or more frequent if there are changes of the testing frequencies or to the tests themselves.

Except as revised by this QAP, work shall be done in conformance with Division of Local Assistance, Office of Procedures Development and Training Quality Assurance Program (CT-QAP) Manual for Use by Local Agencies, Revised January 20, 2011 which can be found at [http://www.dot.ca.gov/hq/LocalPrograms/public/QAP\\_Manual.pdf](http://www.dot.ca.gov/hq/LocalPrograms/public/QAP_Manual.pdf).

The following terms and definitions will be used:

### **DEFINITION OF TERMS**

- Acceptance Testing (AT) — Sampling and testing, or inspection, to determine the degree of compliance with contract requirements.
- CT — California Department of Transportation (Caltrans)
- Independent Assurance Program (IAP) — Verification that AT is being performed correctly by qualified testers and laboratories.
- Quality Assurance Program (QAP) — A sampling and testing program that will provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications. The main elements of a QAP are the AT, and 1AP.
- Source Inspection - AT of manufactured and prefabricated materials at locations other than the job site, generally at the manufactured location.

### **MATERIALS LABORATORY**

The AGENCY will use a private consultant materials laboratory to perform AT on Federal-aid and other designated projects. The materials laboratory shall be under the responsible management of a California registered Engineer with experience in sampling, inspection and testing of construction materials. The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer's supervision. The materials laboratory shall contain certified test equipment capable of performing the tests conforming to the provisions of this QAP.

The materials laboratory used shall provide documentation that the laboratory complies with the following procedures:

- 1) Correlation Testing Program — The materials laboratory shall be a participant in one or more of the following testing programs:
  - a) AASHTO Materials Reference Laboratory (AMRL)
  - b) Cement and Concrete Reference Laboratory (CCRL)
  - c) Caltrans' Reference Samples Program (RSP)
- 2) Certification of Personnel — The materials laboratory shall employ personnel who are certified by one or more of the following:
  - a) Caltrans District Materials Engineer
  - b) Nationally recognized non-Caltrans organizations such as the American Concrete Institute, Asphalt, National Institute of Certification of Engineering Technologies, etc.
  - c) Other recognized organizations approved by the State of California and/or Recognized by local governments or private associations.
- 3) Laboratory and Testing Equipment — The materials laboratory shall only use laboratory and testing equipment that is in good working order. All such equipment shall be calibrated at least once each year. All testing equipment must be calibrated by impartial means using devices of accuracy traceable to the National

Institute of Standards and Technology. A decal shall be firmly affixed to each piece of equipment showing the date of the last calibration. All testing equipment calibration decals shall be checked as part of the IAP.

### **ACCEPTANCE TESTING (AT)**

AT will be performed by a materials laboratory certified to perform the required tests. The tests results will be used to ensure that all materials incorporated into the project are in compliance with the contract specifications.

Testing methods will be in accordance with the CT Methods or a national recognized standard (i.e., AASHTO, ASTM, etc.) as specified in the contract specifications.

Sample locations and frequencies may be in accordance with the contract specifications. If not so specified in the contract specifications, samples shall be taken at the locations and frequencies as shown in Appendix D, "Acceptance Sampling and Testing Frequencies" of the CT-QAP Manual).

At the County's digression, products may be accepted beyond the annual certification requirement, where Material Mix Designs have been used with continuous positive results and where there has been and will continue to be a consistent use of the same materials.

### **INDEPENDENT ASSURANCE PROGRAM (IAP)**

IAP shall be provided by personnel from Caltrans, the Agency's certified materials laboratory, or consultant's certified materials laboratory. IAP will be used to verify that sampling and testing procedures are being performed properly and that all testing equipment is in good condition and properly calibrated.

IAP personnel shall be certified in all required testing procedures, as part of IAP, and shall not be involved in any aspect of AT.

IAP shall be performed on every type of materials test required for the project. Proficiency tests shall be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests. All other types of IAP shall be witness tests.

Poor correlation between acceptance tester's results and other test results may indicate probable deficiencies with the acceptance sampling and testing procedures. In cases of unresolved discrepancies, a complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the Agency. IAP samples and tests are not to be used for determining compliance with contract requirements. Compliance with contract requirements is determined only by AT.

### **REPORTING ACCEPTANCE TESTING RESULTS**

The following are time periods for reporting material test results to the Resident Engineer:

- When the aggregate is sampled at material plants, test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 24 hours after sampling.
- When materials are sampled at the job site, test results for compaction and maximum density should be submitted to the Resident Engineer within 24 hours after sampling.
- When soils and aggregates are sampled at the job site:
  - 1) Test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 72 hours after sampling.
  - 2) Test results for "R" Value and asphalt concrete extraction should be submitted to the Resident Engineer within 96 hours after sampling.

When sampling products such as Portland Cement Concrete (PCC), cement-treated base (CTB), hot mix asphalt (HMA), and other such materials; the time of such sampling shall be varied with respect to the time of the day insofar as possible, in order to avoid a predictable sampling routine. The reporting of AT results, if not performed by the Resident Engineer's staff, shall be done on an expedited basis such as by fax or telephone.



**TESTING OF MANUFACTURED MATERIALS**

During the Design phase of the project, the Project Engineer may submit a "Source Inspection Request" to the Agency, consultant, or Caltrans for inspection and testing of manufactured and prefabricated materials by their materials laboratory. A list of materials that can be typically accepted on the basis of certificates of compliance during construction is found in Appendix F of the CT-QAP Manual. All certificates of compliance shall conform to the requirements of the contract specifications.

Should the Agency request Caltrans to conduct the source inspection, and the request is accepted, all sampling, testing, and acceptance of manufactured and prefabricated materials will be performed by Caltrans' Office of Materials Engineering and Testing Services.

For Federal-aid projects on the National Highway System (NHS), Caltrans will assist in certifying the materials laboratory, and the acceptance samplers and testers. For Federal-aid projects off the NHS, Caltrans may be able to assist in certifying the materials laboratory, and the acceptance samplers and testers,

**PROJECT CERTIFICATION**

Upon completion of a Federal-aid project, a "Materials Certificate" shall be completed by the Resident Engineer, The Agency shall include a "Materials Certificate" in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the "Materials Certificate" shall also be included in the Agency's construction records. The Resident Engineer in charge of the construction function for the Agency shall sign the certificate. All materials incorporated into the work which did not conform to specifications must be explained and justified on the "Materials Certification", including changes by virtue of contract change orders.

**RECORDS**

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. If a Federal-aid project:

- The files shall be organized as described in Section 16.8 "Project Files" of the Local Assistance Procedures Manual
- It is recommended that the complete project file be available at a single location for inspection by Caltrans and Federal Highway Administration (FHWA) personnel
- The project files shall be available-for at Least three years following the date of final project voucher.
- The use of a "Log Summary," as shown in Appendix H of the CT-QAP Manual facilitates reviews of material sampling and testing by Caltrans and FEWA, and assists the Resident Engineer in tracking the frequency of testing.

When two or more projects are being furnished identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project; however, copies of the test reports are to be provided for each of the projects to complete the records.



APPROVED BY:

(Signature)

Garrett Higerd  
(Print)

TITLE Assistant Public Works Director  
(Print)

Date: July 17, 2014

(Date Signed)

C70926 Exp Jun 30, 2017  
(CE# and Expiration Date)