

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]* 7/7/16
 GREGORY P. PRIAMOS DATE

Departmental Concurrence

**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

223



FROM: Economic Development Agency

SUBMITTAL DATE:
 July 26, 2016

SUBJECT: French Valley Airport – South Apron Pavement Rehabilitation Project District 3 [\$1,965,000]
 Federal Aviation Administration Airport Improvement Grant Funds 90%, Airport Budget Fund 10% (22350)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Bid Documents for the South Apron Pavement Rehabilitation Project;
2. Authorize the Clerk of the Board to Advertise for bids for Construction of Airport Improvements.
3. Upon completion of the bid process, authorize the Assistant County Executive Officer/EDA or designee to determine the award of the project, and authorize the Chairman to execute the agreement with the lowest responsive and responsible bidder in accordance with Board Policy B-11; and

(Continued)

[Signature]

Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 1,965,000	\$ 0	\$ 1,965,000	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$ 0	\$	\$	
SOURCE OF FUNDS: Federal Aviation Administration Airport Improvement Grant Funds 90%, Airport Budget Fund 10% (22350)				Budget Adjustment: No	
				For Fiscal Year: 2016/17	

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*

Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: 3-24 of 11/14/2014

District: 3

Agenda Number:

3-19

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Economic Development Agency

FORM 11: French Valley Airport – South Apron Pavement Rehabilitation Project District 3 [\$1,965,000]

Federal Aviation Administration Airport Improvement Grant Funds 90%, Airport Budget Fund 10%(22350)

DATE: July 26, 2016

PAGE: 2 of 2

RECOMMENDED MOTION: (Continued)

4. Delegate Change Order authority to the Assistant County Executive Officer/EDA or designee in accordance with Board Policy B-11.

BACKGROUND:

Summary

On November 24, 2014 the Board of Supervisors approved the design and engineering services agreement with Mead & Hunt. The design services are now complete and staff request approval to solicit bids for construction of the project. County Counsel has reviewed and approved the plans and specifications as to legal form.

The purpose of the project is to replace the asphalt pavement for 36,950 square yards of the South Apron area at French Valley Airport.

The project documents have been reviewed and approved by the Federal Aviation Administration (FAA) and are consistent with current guidelines for General Aviation facilities.

Impact on Citizens and Businesses

The rehabilitation of the South Apron will improve the airport operations and enhance capacity and safety.

SUPPLEMENTAL:

Additional Fiscal Information

This project will be financed using the Federal Aviation Administration, Airport Improvement Program 90% Grant Funds, Airport Budget Fund 10% (22350). There will be no impact on the County's general fund.

ATTACHMENTS:

Contract Document and Specifications

COUNTY OF RIVERSIDE

FRENCH VALLEY AIRPORT

SOUTH APRON PAVEMENT RECONSTRUCTION

FAA AIP No. 3-06-0338-028-2016

Bid Opening: August 9, 2016, at 11:00 a.m.

CONTRACT DOCUMENTS AND SPECIFICATIONS



Riverside County Board of Supervisors
John J. Benoit, Chairman
John F. Tavaglione, Vice Chairman
Marion Ashley
Kevin Jeffries
Chuck Washington

Riverside County E.D.A. Aviation Division
Robert Field, Assistant County Executive Officer
Daryl Shippy, County Airport Manager

County of Riverside
3403 10th Street, Suite 400
Riverside, California 92501
(951) 955-8916
www.rivcoeda.org

Mead & Hunt, Inc.
133 Aviation Boulevard, Ste. 100
Santa Rosa, California 95403
(707) 526-5010

July 2016

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DIVISION I

Bidding and Contract Documents

ADVERTISEMENT FOR BIDS
French Valley Airport
South Apron Pavement Reconstruction

PUBLIC NOTICE: Sealed proposals for the South Apron Pavement Reconstruction Project at French Valley Airport will be received at the offices of the Clerk of the Board of Supervisors for the County of Riverside, 4080 Lemon Street, First Floor, Riverside California 92501 until **11:00 a.m. August 09, 2016**, and then will be publicly opened and read.

DESCRIPTION OF WORK:

1. This project consists of the following work:

- Demolition and removal of existing tie-down anchors
- Demolition of the existing pavement by saw cutting and pulverization
- Excavation of the subgrade involving, earthwork, spoiling, compaction, and grading, placement of aggregate base and fine grading
- Installation of prefabricated trench drain and associated outlet piping
- Installation of concrete valley gutter
- Paving & coring
- Construction of new tie-down anchors
- Pavement marking

2. The Engineer's Cost Estimate is:

- Base Bid: \$1,815,655.00

BID DOCUMENTS: Complete digital Project Bidding Documents (Plans, Specifications, and Bid Documents) are available online from Quest Construction Data Network (Quest CDN) at www.questcdn.com. Interested parties may download the digital documents for twenty dollars (\$20.00) by inputting **Quest Project #4577595** on the Project Search page. Those downloading the bidding documents electronically do so at their own risk for completeness of documents. Please contact Quest CDN at (952)233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information.

Note: *Make sure to provide your correct email address when setting up account with Quest, as all information (i.e. addenda, correspondence, etc.) will be issued by Quest to email address provided. Also make sure QuestCDN.com is not blocked in your system; important information may end up in "junk" folder.*

BIDDER / CONTRACTOR REQUIREMENTS:

- 1. Contractor's License:** Each Bidder must have a Class "A" California Contractor's License as required under provisions of the California Business and Professions Code or the appropriate combination of Class "C" – Specialty Contractor licenses to match the proposed work at time of bid.
- 2. Registered.** Per Public Works Contractor Registration Law [SB 854], Contractors and Subcontractors who intend to bid or perform work on this Project must be registered with the Department of Industrial Relations. (Information is available at <http://www.dir.ca.gov/Public-Works/Contractors.html>).

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

3. Federal Aviation Administration. This project is funded under the Federal Aviation Administration (FAA) Airport Improvement Program (AIP). Contractor(s) will be required to comply with specific federal contract provisions as listed herein and contained in the Bid Documents. The following provisions are incorporated herein by reference with the same force and effect as if given in full text:

- Buy American Preference (Reference: 49 USC § 50101)
- Foreign Trade Restriction (Reference: 49 CFR part 30)
- Davis Bacon Act (Reference: 29 CFR Part 5)
- Affirmative Action (Reference: 41 CFR part 60-4)
- Government Wide Debar and Suspension
- Government-wide Requirements for Drug-free Workplace

Additional provisions that will apply to this project / contract are:

- Equal Employment Opportunity (41 CFR Part 60)
- Goals for Minority and Female Participation (41 CFR Part 60-4.2)
- Certification of Nonsegregated Facilities (41 CFR Part 60-1.8)
- Debarment and Suspension (49 CFR Part 29)
- Veteran's Preference (49 USC Section 47112(c))
- Distracted Driving (Texting when Driving) (Executive Order 13513/ DOT Order 3902.10)

Successful Bidder/Contractor will be required to insert applicable federal contract provisions in all subcontracts, and shall be responsible for compliance by subcontractor.

4. Prevailing Wages and Payroll Records. Contractor will be required to pay employees and keep records in accordance with the Davis Bacon Act (29 CFR Part 5) and/or the Federal Fair Labor Standards Act (29 CFR part 201).

5. List of Subcontractors The prime contractor must provide a list of subcontractors with his bid on the form provided in the Proposal forms.

6. Disadvantaged Business Enterprise (DBE): A Race/Gender Neutral **DBE Goal of 12.5%** has been established for this contract.

A condition of award of the contract is Bidder/Offeror satisfying the good faith effort requirements of 49 CFR Part 26.53. As a condition of bid responsiveness, the Bidder or Offeror must submit the information

as stated in the Project Specifications (Federal Provisions section) with their proposal on the forms provided.

BID SUBMISSION. Each bid shall be in accordance with the Plans and Specifications and other Contract Documents now on file with County of Riverside at the address below, for review only.

Each bidder must complete, sign, and furnish with his bid all forms and certifications contained in the Proposal Forms section of the Bid Documents. All proposals sent by mail must be posted so as to be in the hands of the County of Riverside by the hour and date set forth above for the bid opening. All proposals shall be addressed to:

**Clerk of the Board of Supervisors for the County of Riverside,
4080 Lemon Street, First Floor, Riverside, California 92501**

**and marked: French Valley Airport South Apron Pavement Reconstruction
AIP No. 3-06-0338-028-2016**

Each bid/proposal must be accompanied by a certified check, cashier's check, or bid bond in an amount not less ten percent (10%) of the amount bid. The successful bidder shall be required to submit at the time of execution of the Contract a Performance Bond and a Payment Bond (Labor and Material), each for 100% of the Contract price.

The County shall have the right to reject any bids presented in accordance with Section 20150.9 of the California Public Contracts Code.

PRE-BID MEETING. A Pre-Bid Meeting has been scheduled for August 2, 2016, at 9:00 a.m. The meeting will be held at the Airport. All Bidders are HIGHLY ENCOURAGED to attend this meeting.

CIVIL RIGHTS - GENERAL. The County of Riverside, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

INSTRUCTIONS TO BIDDERS
French Valley Airport
South Apron Pavement Reconstruction

1. Proposal Requirements:

- A. General Requirements.** The Bidder's / Contractor's attention is directed to Division III FAA General Provisions, Section 20, "Proposal Requirements and Conditions," for general details on the preparation of proposals for this Project.
- B. Federal Requirements.** This Project is funded by the FAA and as such is subject to extensive Federal requirements and provisions in the areas of labor, wage rates, notices for Contracts, and bidding provisions. The Bidder's / Contractor's attention is directed to Division II "Required Federal Provisions," and Division III "FAA General Provisions" for detailed information on FAA requirements.
- C. Required Registration.** Per Public Works Contractor Registration Law [SB 854], Contractors and Subcontractors who intend to bid or perform work on this Project must be registered with the Department of Industrial Relations. (Information is available at <http://www.dir.ca.gov/Public-Works/Contractors.html>).
- D. Required Contractor's License.** This project requires Contractor to possess a valid California Contractor's License Class A and/or the appropriate combination of Class C – Specialty Contractor licenses at time of bid.

2. Description of Work: The scope of work for this project consists of the following:

- Demolition and removal of existing tie-down anchors
- Demolition of the existing pavement by saw cutting and pulverization
- Excavation of the subgrade involving, earthwork, spoiling, compaction, and grading, placement of aggregate base and fine grading
- Installation of prefabricated trench drain and associated outlet piping
- Installation of concrete valley gutter
- Paving & coring
- Construction of new tie-down anchors
- Pavement marking

3. Project Information: General and technical information can be obtained from the offices of Mead & Hunt, 133 Aviation Blvd., Suite 100, Santa Rosa, California 95403; phone (707) 526-5010. Contact Project Manager: Joakim Osthus, PE; email: Joakim.osthus@meadhunt.com.

4. Interpretation of Drawings and Documents

If any Bidder is in doubt as to the true meaning of any part of the Plans, Specifications, or other Contract Documents, or finds discrepancies in or omissions from the Plans and Specifications, he may submit his questions or request for information / clarification in writing to the Engineer not later **August 4, 2016, at 1:00 p.m. (PST)**. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by Addendum and will be

uploaded to QuestCDN.com. A notice will be generated to all plan holders who have purchased bid documents. It is the bidder's responsibility to download the Addenda from QuestCDN.com. Inquiries received after the above-stated time will not be answered.

5. **Addenda:** Any irregularities or lack of clarity in the Bid Documents must be brought to the attention of the Project Manager at Mead & Hunt, Inc. in writing no later than **August 4, 2016, at 1:00 p.m. (PST)**. Any responses will be in the form of written addenda to the documents and will be available to plan holders through QuestCDN.com as described in paragraph 4 above. Bidders receiving bid documents from QuestCDN.com, Plan Rooms or Builders Exchanges are responsible for obtaining any addenda from that source. Inquiries received after date stated above, **will not be answered**. Unless so noted, subject matters shall be interpreted to favor the County of Riverside. All addenda must be acknowledged by signature where provided and returned, either with the bid submission or under separate cover clearly marked with the Bid number and date of opening, prior to the close of the bid receiving period. Verbal interpretations are not to be relied upon. **FAILURE OF THE BIDDER TO CALL ATTENTION TO IRREGULARITIES OR LACK OF CLARITY WILL NOT RELIEVE THE BIDDER OF PERFORMANCE UNDER THE CONTRACT.**
6. **Proposal Forms.** Bidders must use the proposal forms provided in the Contract Documents / Bid Book. The Bidder must provide all information required by the Bid Documents, sign forms and required certifications, and acknowledge receipt of any addenda that was issued. The Bid Schedule must have the unit price amounts written in words and figures.
7. **Time and Place of Receiving Proposals:** Sealed bids will be received as designated in the Bid Advertisement.
8. **Bid Bond:** Each proposal shall be accompanied by a bid guarantee equivalent to ten percent (10%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Bidder will, upon acceptance of his bid, execute such Contractual documents as may be required within the time specified.
9. **Performance and Payment Bonds:**
 - A. The successful bidder (Contractor) agrees to furnish a performance bond for 100 percent of the Contract price. This bond is one that is executed in connection with a Contract to secure fulfillment of all the Contractor's obligations under such Contract.
 - B. The Contractor agrees to furnish a payment bond for 100 percent of the Contract price. This bond is one that is executed in connection with a Contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the Contract.
10. **Pre-Bid Meeting:** A Pre-Bid Meeting has been scheduled for August 2, 2016, at 9:00 a.m. The meeting will be held at the Airport. All Bidders are encouraged to attend this meeting.
11. **Examination of the Job Site:** Prior to the submission of a bid, the Bidder shall examine the job site to become familiar with the existing conditions. (Site visit will be held at time of pre-bid meeting.) Although public property, job site visits must be arranged with and approved by the prior to the visit. Any discrepancy between the Bid Documents and actual site conditions shall immediately be brought to the attention of the in writing. Failure to examine the job site or call attention to discrepancies shall not relieve the Contractor of performance under any Contract issued as a result of his bid.

12. **Bid Evaluation:** Bids will be evaluated for price, conformance to the Plans, Specifications, Bid Documents, experience, and other factors as appropriate. The award, if made, will be to the Bidder(s) deemed of greatest advantage to the County of Riverside.

Each Bid Schedule and Alternates (if applicable) will be evaluated separately. The bid price for each Contract item shall include all costs associated with completing the work included in the item and only those costs. Profit and overhead shall be factored into each item.

13. **Award of Contract:** The County of Riverside reserves the right to reject any and all bids in conformance with Section 20150.9 of the California Public Contracts Code. Each Contractor shall provide prices for all Bid Schedules and Alternates included in the Proposal Form. If awarded, the County reserves the right to award separate Contracts to the lowest responsive bid received for each schedule or to award more than one schedule to the lowest responsive Bidder of more than one schedule under a single Contract. The award(s), if made, will be pending FAA review and confirmation of availability of funds. All bids shall be valid for a period of ninety (90) working days from the opening date.

14. **Time of Completion:** The time of completion for the Project is detailed in Division V, Section A-100, "Special Provisions for Airport Construction" and in the Construction Safety and Phasing Plan, which is included as Appendix 1 to these project specifications. This Project is subject to liquidated damages if time limitations are not met. Details are in the Special Provisions as noted above.

15. **Disadvantaged Business Enterprise:** For credit to be allowed toward the DBE goal for this Project, prospective DBEs must be certified by Caltrans, or other agency acceptable to the County of Riverside, on the date bids for the Project are opened.

16. **Minimum Wage:** Wage rates and restrictions on working days and times shall meet all requirements of the Labor Code of the State of California for public contract and the Federal Requirements, as detailed in the Project Specifications (Division II). All labor on this Project shall be paid not less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California's Director of the Department of Industrial Relations (State Wage Rates). Federal wage determinations issued under the Davis-Bacon and related Acts are available electronically at no cost at Wage Determinations OnLine.gov, <http://www.wdol.gov/Index.aspx>. The bidder may contact the Director of the Department of Industrial Relations, phone number (415) 703-4774 or www.dir.ca.gov/dlsr/PWD/ (website), to obtain a schedule of the State general prevailing wages applicable to the location and work to be done. The Contractor and the Contractor's subcontractors are responsible for compliance with the requirements of Section 1777.5 and 1777.6 of the Labor Code of the State of California regarding employment of apprentices.

17. **Certified Payroll.** The Contractor shall submit two (2) copies of all certified payroll, including subcontractors, to the County of Riverside each month. Failure to submit complete certified payroll in a timely manner may delay progress payments. For certified payroll to be considered for review, the submittal must contain the necessary information in a clear, logical manner. Refer to Division II, Required Federal Provisions.

18. List of Subcontractors:

- A. Pursuant to the provisions of Section 4100 through 4114 of the Public Contract Code of the State of California all bids shall be accompanied by a List of Subcontractors that the Bidder proposes to use who will perform work or labor or render service to the Bidder in excess of one-half of one percent of the Bidder's total bid or \$10,000, whichever is greater. The names, principal business address, license number, and portion of work that will be done by each subcontractor shall be submitted on the form, which is furnished in the Proposal Forms of this Contract Documents Book.
- B. Bidder shall be solely responsible to correct any errors in the listing of the California Contractor's license number.
- C. A deadline of 24 hours after bid opening is established by which a bidder must submit corrected California Contractor's license number information to the County.
- D. A bidder's failure to submit corrected California Contractor's license numbers will cause the bid to be non-responsive.
- E. If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent of the Bidder's total bid, the Bidder agrees to perform that portion itself. The successful bidder shall not, without the consent of Glenn either:
 - 1) Substitute any person, firm, or corporation as subcontractor in place of the subcontractor designated in the original bid; or
 - 2) Permit any subcontractor to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.

19. Collusion: Any agreement or collusion among Bidders or prospective Bidders to bid a fixed price or restrict the competitive bid process in any way shall render the bids of such Bidders void.

20. Interest in More Than One Bid: No person, firm, or corporation, under the same or a different name, shall make, file, or be interested in more than one (1) bid for the same work unless alternate bids are requested; however, submitting a subcontractor's bid or material quotation to more than one (1) Bidder will not disqualify the subcontractor or material supplier.

21. Independent Contractor Status: The parties agree that the Contractor shall have the status of and shall perform all work under this Contract as an independent Contractor, maintaining control over all of its consultants, subconsultants, contractors, or subcontractors. The only contractual relationship created by this Contract is between the County of Riverside and the Contractor, and nothing in this Contract shall create any contractual relationship between the County's and Contractor's consultants, subconsultants, contractors, or subcontractors. The parties also agree that by explicit agreement of the parties, the Contractor is not an employee and that there shall be no:

- 1) Withholding of income taxes by the County;
- 2) Industrial insurance coverage provided by the County;
- 3) Participation in group insurance plans which may be available to employees of the County;
- 4) Participation or contributions by either the independent Contractor or the County to the County's public employees' retirement system;
- 5) Accumulation of vacation leave or sick leave.

22. Permits, Fees, Licenses, and Taxes: The Contractor shall be responsible for securing all required permits, for all approvals or reviews, and for any required licenses.

23. **Pre-Construction Meeting:** The Contractor and subcontractors shall attend a pre-construction meeting with representatives of the County to discuss specific Project procedures. The pre-construction meeting may be waived by mutual agreement of the Contractor and the County.
24. **Construction Schedule:** The Contractor shall submit a construction schedule to the County's Representative prior to or during the pre-construction meeting. The construction schedule shall establish the start and completion dates for each phase of the Project in sufficient detail to relate to the progress payment schedule of values. The County shall review and approve the schedule prior to commencement of work.
25. **Temporary Construction Facilities.** Not Required.
26. **Construction Utilities:** The Contractor shall arrange for and bear the cost of all temporary construction utilities including water for dust control.
27. **Compliance:** The Contractor shall be responsible for complying with all County, County, State, and Federal Codes, Laws, Statutes, Regulations, Ordinances, and Policies, as applicable, in the performance of the Contract.
28. **Access to the Work Site:** The Contractor, in the performance of the Contract, shall not be unduly denied access to the worksite provided that such access does not interfere with normal Airport / County operations, unless prior arrangements have been made with the County.
29. **Worksite Security/Safety:** The Contractor shall provide barricades, fencing, exhaust fans, temporary closures, hoods, drapes, or any other temporary structure required to protect County and Contractor personnel and the general public from accidental injury, illness, or death during the term of the Project. The Contractor shall be responsible for securing the Project to prevent theft, vandalism, or arson of the County's or the Contractor's property, materials, equipment, and supplies. The County shall not be responsible for any property, equipment, materials, or supplies of the Contractor. The Contractor shall be responsible for any theft, vandalism, or arson of County property, materials, equipment, or supplies if such loss is due to the negligence of the Contractor.
30. **Damage to Property:** Any damage to the County's real or personal property caused by the Contractor, his subcontractors, or agents shall be promptly repaired or replaced to the approval of the County.
31. **Workmanship:** All work shall be performed by competent personnel under the direction of a qualified project superintendent who shall be the representative of the Contractor. Work performed shall meet the workmanship standards for the trade involved. All materials and equipment installed by the Contractor shall be new, of suitable quality, and conform to all Specifications and/or Drawings. The use of other than new materials or equipment is not acceptable without the written consent of the County and will include a mutually agreeable cost reduction.
32. **Schedule of Values:** (If applicable) A schedule of value(s) shall be provided for each lump sum bid item Mobilization phase, but not later than 10 working days before the first progress payment. The schedule of values shall be in the form of a detailed, itemized cost breakdown of the lump sum amount that includes the profit and overhead costs for each item. All work to be performed by subcontractors shall be listed. The schedule of values, once established, will serve as the basis for estimating or evaluating the percentage of lump sum work completed for progress payments. Progress payments on Unit Price Work

will be based on the number of units completed. The schedule of values may also be used to evaluate the impact of unbalanced pricing.

- 33. Progress Payments:** Progress payments may be authorized by the County if the Project duration exceeds thirty (30) calendar days. Progress Payment Requests are to be submitted to the Engineer accompanied by a schedule of values in the form of a Payment Request. Progress payments will be authorized by the County Project Manager. The County reserves the right to reduce the Progress Payment amount if, in the opinion of the Engineer, Project Manager, or the Purchasing and Contracts Administrator, the values on the Schedule of Values exceed the amount of work completed or material delivered to the job site. Any such changes will be reviewed with the Contractor. .
- 34. Retention:** Progress payments shall be subject to ten percent (10%) retention until the Project is at least ninety percent (90%) complete and may be reduced thereafter. Within thirty-five (35) days following publication of the Notice of Completion (Contracts over \$20,000) the retention may be reduced to an amount equal to twice the estimated value of any uncompleted work.
- 35. Insurance:** The Successful Bidder will be required for the life of the Contract to carry and pay for the cost of the types and amounts of insurance as set forth herein:

Contractor agrees to purchase and maintain at his sole cost and expense during the life of the Contract the insurance listed below with an insurer or insurers satisfactory to the County. The insurance carrier must have a current rating of "A" or better by the A.M. Best Company, a financial size of at least "V", and be an admitted carrier in the State of California. Any exceptions must be approved in advance by the County of Riverside Risk Management.

Comprehensive Automobile and General Liability Insurance with Bodily Injury and Property Damage limits of not less than \$2,000,000.00 each occurrence.

Such insurance shall also include:

1. Extension of coverage to the County, Mead & Hunt, Inc., and their officers, employees, and agents as additional insureds.
2. A provision that coverage will not be canceled or subject to material reduction until at least thirty (30) days' prior written notice has been given to the County.
3. A provision that Contractor's insurance shall apply as primary, and not excess of, or contributing with, any insurance held by the County.
4. Contractual liability coverage sufficiently broad so as to include the liability assumed by the Contractor in the indemnity and hold harmless provisions included in this Contract.
5. A cross-liability clause, or equivalent wording, stating that coverage shall apply separately to each named or additional insured as if separate policies had been issued to each.
6. Broad form property coverage.
7. Coverage for XCU (explosion, collapse, underground) hazards if applicable to the work.
8. Products and completed operations coverage.
9. Contractor shall carry Workers' Compensation Insurance.

The Certificate of Insurance form contained in these Specifications, evidencing above, must be completed by the Contractor's insurance agent or broker, and submitted to the Owner with the Contract Documents and shall be furnished by the selected Contractor prior to, and as a condition of, award of Contract.

Contractor shall exercise due diligence to require all subcontractors and all tiers of such subcontractors to provide public liability and Workers' Compensation Insurance with the minimum limits of coverage required of Contractor by this Contract.

Contractor agrees to investigate, defend, indemnify, and hold harmless to the County, Mead & hunt, Inc., their officers, employees and agents, from and against any and all loss, damage, liability, claims, demands, detriments, costs, charge and expenses (including attorney's fees), and causes of action of whatsoever character which the County may incur, sustain, or be subjected to on account of loss or damage to property and loss of use thereof and for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents, and invitees of each party hereto) arising out of or in any way connected with the work to be performed or occupancy, operation, maintenance, enjoyment, or use of any of the County premises under this Agreement and arising from any cause whatsoever except the sole active negligence or willful misconduct of the County.

- 36. Fair Employment Practices:** In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for such employment because of race, creed, color, national origin, sex, or age. Such agreement shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Contractor acknowledges awareness of and is fully informed of the Contractor's obligations under Executive Order 11246 and, where applicable, shall comply with the requirements of the Order and all other orders, rules, and regulations promulgated under the Order unless exempted therefrom.

Without limitation of the foregoing, Contractor's attention is directed to 41 C.F.R. § 60-1.4, and the clause entitled "Equal Opportunity Clause" which, by reference, is incorporated into this Contract, to 41 C.F.R. § 60-250 et seq. and the clause entitled "Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans and Veterans of the Vietnam Era", which, by reference, is incorporated in this Contract, and to 41 C.F.R. § 60-471 and the clause entitled "Affirmative Action Obligations of Contractors and Subcontractors for Handicapped Workers", which, by this reference, is incorporated in this Contract.

Contractor agrees to assist Disadvantaged Business Enterprises in obtaining business opportunities by identifying and encouraging disadvantaged suppliers, consultants, and subconsultants to participate to the extent possible, consistent with their qualifications, quality of work, and obligation of Contractor under this Contract.

The Contractor further agrees to insert these provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provision by a Contractor shall constitute a material breach of Contract.

- 37. Appeal by Unsuccessful Bidders:** Any unsuccessful Bidder may appeal a pending bid award prior to award by the County. The appellant must:
- A.** Submit a written protest to the County within five (5) workdays after the bid opening.
 - B.** Describe, in the written protest, the issues to be addressed on appeal.

- C. Post, with the written protest, a bond with good and solvent surety authorized to do business in this state or submit other security in a form approved by the County, who will hold the bond or security until a determination is made on the appeal.
- D. Post the bond or other security in the amount of 25% of the total dollar value of appellant's bid, up to a maximum bond or other security amount of \$250,000.
- E. Not seek any type of judicial intervention until the County has rendered its final decision on the protest.

38. Contractor's Employees Identification:

Contractor must submit a current list of full names i.e., first, middle, and last (no nicknames), addresses, birth dates, social security numbers, driver's license numbers, and last known address of all employees who perform work in County facilities under this Contract. Changes in the employment list must be reported to the County within 24 hours.

39. Badging

Not required.

40. Unbalanced Pricing. An offer with unbalanced pricing is not acceptable. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices or payment for incomplete work, or for work not done. Unbalanced pricing exists when, despite an acceptable total overall price, the price of one or more Contract line items is significantly over or understated, as determined by the Engineer in the application of customary construction industry standard techniques for cost and price analysis.

All offers with separately priced line items or sub-line items will be analyzed to determine if the prices are unbalanced. Bidders shall provide a schedule of values for all lump sum items upon request. If an offer is deemed to be unbalanced, the County will:

1. Consider the risks to the County associated with the unbalanced pricing in determining the competitive range and in making the award decision; and
2. Consider whether award of the Contract will result in paying unreasonably high prices for Contract performance and whether the award fails to represent the lowest ultimate cost to the County.

An offer may be rejected if the County deems that the lack of balances poses an unacceptable risk to the County. The County reserves the right to delete all or part of an item that is deemed to be unbalanced, and award the Contract; and to require that item of work to be done by force account or negotiated price.

PROPOSAL FORMS

PROPOSAL FORM
COUNTY OF RIVERSIDE, CALIFORNIA
FRENCH VALLEY AIRPORT SOUTH APRON PAVEMENT RECONSTRUCTION

AIP PROJECT NO. 3-06-0338-028-2016

FROM: _____

NAME OF BIDDER _____

BUSINESS ADDRESS _____

BUSINESS TELEPHONE _____ AFTER-HOURS TELEPHONE _____

CONTRACTOR LICENSE NUMBER _____

TO: COUNTY OF RIVERSIDE

The undersigned, as bidder, *under penalty of perjury*, declares that the only persons or parties interested in this proposal as principals are those named herein: that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the proposed form of contract, the Plans and Specifications herein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the COUNTY OF RIVERSIDE, in the form of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the Contract in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following item prices, to wit:

NOTE: *The bidder shall set forth a Unit price or Lump Sum Price for each item of Work for "Base Bid" and "Bid Alternates" (if applicable) as listed on the Bid Schedule in clearly legible figures and words, in the respective spaces provided for this purpose. This price shall include all materials, labor, mobilization efforts, and all incidentals required to complete the work for this Project.*

**BID SCHEDULE
FRENCH VALLEY AIRPORT
SOUTH APRON PAVEMENT RECONSTRUCTION**

ITEM NO.	SPEC REF.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL Price (Figures)
					Figures	in Words (dollars & cents)	
1	A-105-1	MOBILIZATION	LS	1	\$		\$
2	A-100-1	AIRFIELD SAFETY AND TRAFFIC CONTROL	LS	1	\$		\$
3	A-100-2	SWPPP PREPARATION	LS	1	\$		\$
4	A-100-3	SWPPP MANAGEMENT AND MONITORING	LS	1	\$		\$
5	P-156-2	INLET PROTECTION	EA	2	\$		\$
6	P-156-3	FIBER ROLL	LF	150	\$		\$
7	P-156-1	CONSTRUCTION ENTRANCE TRACKING PAD	EA	1	\$		\$
8	A-110-3	SAWCUT ASPHALT CONCRETE PAVEMENT	LF	3,930	\$		\$
9	A-110-1	PAVEMENT PULVERIZATION, BLENDING AND STOCKPILING	SY	25,180	\$		\$
10	P-152-1	UNCLASSIFIED EXCAVATION TO SUBGRADE	CY	2,120	\$		\$
11	P-152-2	6" OVEREXCAVATION AND RECOMPACT ZONE 1 (95%) - 33% OF AREA	CY	1,400	\$		\$
12	P-152-3	3" OVEREXCAVATION AND RECOMPACT ZONE 2 (90%) - 33% OF AREA	CY	700	\$		\$

13	P-152-4	3" OVEREXCAVATION AND RECOMPACT ZONE 3 (85%) - 33% OF AREA	CY	700	\$		\$
14	P-152-5	STOCKPILED MATERIAL	CY	2,120	\$		\$
15	A-110-2	PLACEMENT OF RECYCLED SHOULDER BASE, 8" THICK	SY	160	\$		\$
16	P-209-1	CRUSHED AGGREGATE BASE COURSE	CY	4,200	\$		\$
17	P-602-1	BITUMINOUS PRIME COAT	TON	40	\$		\$
18	P-401-1	BITUMINOUS SURFACE COURSE, ASPHALT CONCRETE - P-401	TON	5,639	\$		\$
19	P-605-1	JOINT SEALING FILLER	LF	2,400	\$		\$
20	P-610-1	STRUCTURAL PORTLAND CEMENT CONCRETE	CY	30	\$		\$
21	D-701-1	15-INCH STORM DRAIN PIPE	LF	314	\$		\$
22	A-702-1	TRENCH DRAIN	LF	579	\$		\$
23	D-751-1	ADJUST EXISTING MANHOLES	EA	1	\$		\$
24	D-751-2	ADJUST EXISTING PULL BOXES	EA	3	\$		\$
25	D-751-3	CONNECTION TO EXISTING STORM DRAIN MANHOLE	EA	2	\$		\$
26	D-754-1	PCC VALLEY GUTTER, 5' WIDE	LF	535	\$		\$
27	A-700-1	TIE-DOWN ANCHORS	EA	129	\$		\$
28	P-620-2	PAVEMENT MARKING, BLACK	SF	5,900	\$		\$
29	P-620-1	PAVEMENT MARKING, YELLOW (INCLUDING REFLECTIVE MEDIA)	SF	3,500	\$		\$

TOTAL Base Bid in Figures	\$
Total Base Bid in Words:	

Acknowledgment of Addenda

Addendum No. Initial

Signature/Title

Company

Contractor's License Number/Expiration Date

NOTE: Contractor License Number and Expiration Date stated herein are made under penalty of perjury.

LIST OF SUBCONTRACTORS FORM

PURSUANT TO THE PROVISIONS SET FORTH IN TITLE I, DIVISION 5, CHAPTER 2 (Sections 4100-4113, inclusive) of the Government Code of the State of California -- it is required that the Contractor set forth in his Bid the name and principal business address of each Subcontractor who will perform work or labor or render service to the Contractor on or about the construction. Vendors or suppliers of materials, only, are not required to be listed.

If a Contractor fails to specify a Subcontractor for any portion of the work to be performed under the Contract, on or about the construction of the project, in excess of 1/2 of 1% of the Contractor's total Bid, he shall be deemed to have agreed to perform such portion himself, using his own resources and employed personnel and he shall not be permitted to sub-contract that portion of the work, except under the conditions set forth in Section 4107 of the Government Code of the State of California. Subcontractors shall not sublet their work as a whole.

Should the Contractor violate any of the provisions of said Chapter, his so doing will be deemed a violation of his Contract and the awarding authority shall have the right to terminate the Contractor's control over the work. Upon any such violation, the Contractor may be subject to such penalties as are prescribed by Law.

Name and Address of Subcontractor	License No.	DIR License No.	Description of Work & Reference to Bid Items	Portion of Work (%)

END OF SECTION

BIDDER'S STATEMENT ON PREVIOUS CONTRACTS
SUBJECT TO EEO CLAUSE
(REFERENCE 41 CFR § 60-1.4, EXECUTIVE ORDER 11246)

Each bidder, prospective prime contractor, and proposed subcontractor must complete the following form:

The Bidder (Proposer) shall complete the following statement by checking the appropriate boxes.

The Bidder (Proposer) has ____ has not ____ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Bidder (Proposer) has ____ has not ____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder (Proposer) 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 (Proposer) shall submit a compliance report on Standard Form 100, "Employee Information Report EEO -1", prior to the award of contract.

Date

Signature and Title

CERTIFICATION TO BE SUBMITTED BY FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO FEDERALLY ASSISTED CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING \$10,000 WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE).

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

Date

Signature and Title

IRS Employer Identification Number

CERTIFICATION OF BIDDER REGARDING

AFFIRMATIVE ACTION PROGRAM

(REFERENCE: 41 CFR PART 60-4, EXECUTIVE ORDER 11246)

The bidder hereby certifies that he is in compliance with the Civil Rights Act of 1964, Executive Order No. 11246, Employment Practices Act, and any other applicable Federal and State laws and regulations relating to equal opportunity employment.

Bidder's Name: _____

Address: _____

Name and Title of Signer: _____

Date

Signature

NOTE: The contractor to whom the Contract is awarded shall submit a statement each month certifying that he is in conformance with the Affirmative Action Program.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

The bidder/offeror is committed to a minimum of _____% DBE utilization on this contract.

The bidder/offeror (if unable to meet the DBE goal of **12.5%**) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

Name of bidder/offeror's firm: _____

State Registration No.: _____

By: _____

Title: _____

LIST OF DBE SUBCONTRACTORS

CONTRACT AMOUNT

1. _____ Name	_____ Phone	\$ _____
2. _____ Name	_____ Phone	\$ _____
4. _____ Name	_____ Phone	\$ _____
5. _____ Name	_____ Phone	\$ _____
6. _____ Name	_____ Phone	\$ _____
7. _____ Name	_____ Phone	\$ _____
8. _____ Name	_____ Phone	\$ _____

CERTIFICATION REGARDING FOREIGN TRADE RESTRICTIONS

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

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

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Date

Signature

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

(Type 2 - Non-building construction projects, equipment acquisition projects)

PROJECT NAME:	
AIRPORT NAME:	
AIP NUMBER:	

This solicitation and any resulting contract(s) are subject to the Buy America requirements of 49 U.S.C. Section 50101. The bidder certifies it and all associated subcontractors will comply with the Buy American preferences established under Title 49 U.S.C. Section 50101 as follows:

U.S.C. Section 50101 - Buying goods produced in the United States

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

NON-COLLUSION AFFIDAVIT

TITLE 23 UNITED STATES CODE SECTION 112 AND PUBLIC CONTRACT CODE SECTION 7106

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

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

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

**NON-LOBBYING CERTIFICATION
FOR FEDERAL AID CONTRACTS**

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

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

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

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

**SUSPENSION AND DEBARMENT REQUIREMENTS
FOR ALL CONTRACTS OVER \$25,000
49 CFR PART 29**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

Signature (Name of Bidder)

Date (Name and Title of Signing Official)

Business Address

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

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

Bidder has _____ has not _____

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

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

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

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

Yes _____ No _____ If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

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

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

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

STATE OF CALIFORNIA
DRUG-FREE WORKPLACE CERTIFICATION
 STD. 21 (REV 12/93)
 Automated)

CERTIFICATION

I, the official named below, herby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
(Authorized Signature)	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code)
TITLE	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code 8355(b), to inform employees about all of the following:
 - (a) The Dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy in maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code 8355(c), that everyone who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

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

BID BOND

Recitals: 1. _____ "Contractor", has submitted his Contractor's Proposal to **** for the construction of public work for **** Airport **Project Description** in accordance with a Notice Inviting Bids of County dated _____.

2. _____

a _____ corporation, hereafter called "Surety", is the surety of this Bond.

Agreement: We, Contractor as principal and Surety as surety, jointly and severally agree and state as follows:

1. The amount of the obligation of this bond is 10% of the amount of the Contractor's Proposal, including all bid alternates, and inures to the benefit of **Sponsor**.

2. This Bond is exonerated by (1) **Sponsor** rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the Agreement and furnishes the Bonds as agreed to in its Proposal, otherwise it remains in full force and effect for the recovery of loss, damage and expense of **Sponsor** resulting from failure of Contractor to act as agreed to in its Proposal. Some types of possible loss, damage and expense are specified in the Contractor's Proposal.

3. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which **Sponsor** may accept the Proposal and waives notice of any such extension.

4. This Bond is binding on our heirs, executors, administrators, successors and assigns.

Dated: _____

By _____

Title: _____
"Surety"

By _____

Title: _____
"Contractors"

STATE OF _____)
) ss.
COUNTY OF _____)

On _____ before me personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as Attorney in Fact.

Notary Public (Seal)

(NOTE: Affix corporate seals.)

SAMPLE FORMS

SAMPLE AGREEMENT FOR AIRPORT CONSTRUCTION

THIS AGREEMENT, made and entered into this _____ day of _____ 20____, by and between the *** of the State of California, hereinafter called "****", and ***, hereinafter called "CONTRACTOR".

WITNESSETH

WHEREAS the *** secured bids for airport improvements known as: Improvements, AIP Project No. *** and;

WHEREAS the CONTRACTOR submitted a proposal for said improvements which is attached hereto and made a part hereof, said proposal having been regularly and duly accepted by minute order of the *** on the _____ day of _____, 20____, all in full compliance with the Contract Documents:

Now, THEREFORE, in consideration of the Mutual Covenants, herein contained, the parties hereto mutually covenant agree to abide as follows:

SCOPE OF WORK

The CONTRACTOR agrees to furnish all labor, materials, tools, and equipment required to perform and complete in good workmanship like manner the work as called for, in the manner designated in and in strict conformance with the Contract Documents and Specifications for the Construction of Improvements at ***. Said scope of work shall include:

CONTRACT DOCUMENTS

The completed CONTRACT between the parties hereto shall consist of the following identified documents, herein referred to as the Contract Documents: Notice to Bidders, (Advertisement for Bids), Instruction to Bidders, Proposal Form, this Agreement, Bid Bond, Performance Bond, Labor and Materials Bond, Plans, and Specifications and addenda thereto.

CONTRACT PRICE

The *** agrees to pay and the CONTRACTOR agrees to accept, in full payment for the full and complete performance of this CONTRACT, the sum of subject to additions and deductions as provided for in the Contract Documents.

TIME OF COMPLETION

The time of completion for the base bid items is ***. The per diem rate for liquidated damages shall be \$***.

CONTRACTOR

By _____

Title _____

APPROVED AS TO FORM:

SPONSOR

By ***

ATTEST:

PAYMENT BOND

(Public Work Civil Code 3247 et seq.)

The makers of this Bond are _____, as Principal and Original Contractor, and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____, between Principal and County a public entity, as Owner, for \$ _____, the total amount Payable. THE AMOUNT OF THIS BOND IS 100 PERCENT OF SAID SUM. Said contract is for public work generally consisting of airport improvements at _____ Airport.

The beneficiaries of this Bond are as stated in 3248 of the Civil Code and the requirements and conditions of this Bond are as set forth in 3248, 3249, 3250, and 3252 of said Code. Without notice, Surety consents to the extension of time for performance, change in requirements, amount of compensation, or prepayment under said Contract.

Dated: _____

Original Contractor

By: _____

By: _____
Its Attorney in Fact

Title: _____
(If corporation, affix seal)

STATE OF CALIFORNIA
COUNTY OF _____
ACKNOWLEDGEMENT

)
) ss.
)

SURETY'S

On _____, before me personally appeared person whose name is subscribed the name of said corporation thereto, and acknowledged that he subscribed the name of said corporation thereto, and his name as its attorney in fact.

Notary Public (SEAL)

NOTE: All signatures must be notarized.

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal, and _____, as surety, incorporated under the Laws of the State of California and authorized to transact surety business in the State of California, are held and firmly bound unto *** in the sum of _____ Dollars (\$ _____), for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

The Condition of the foregoing obligation is such that, Whereas the above bounden Principal has entered into a Contract, dated _____, 20____, with the *** to do and perform the following work, to wit:

**French Valley Airport South Apron Pavement Reconstruction
AIP No. 3-06-0338-028-2016**

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

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

Signed and Sealed this _____ day of _____, 20_____.

(SEAL)

(Principal)

By _____

(Surety)

By _____

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ of _____, as Principal, and _____, as Surety, incorporated under the Laws of the State of _____ and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto *** _____, as Obligee in the sum of _____ Dollars (\$_____), for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

The Condition of the foregoing obligation is such that, Whereas the above bounden Principal has entered into a contract, dated _____, 20____, with the Obligee to do and perform the following work, to wit:

**French Valley Airport South Apron Pavement Reconstruction
AIP No. 3-06-0338-028-2016**

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

NOW, THEREFORE, if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns; or subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

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

Signed and Sealed this _____ day of _____, 20_____.

(SEAL)

(Principal)
By: _____

(Surety)
By: _____

DIVISION II

Required Federal Provisions

Required Contract Provisions for FAA AIP Construction Contracts

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Requirements

Required Contract Provisions

Federal laws and regulations require that projects funded by federal assistance include specific contract provisions. Contractor(s) (including subcontractor) are required to:

- 1) insert these contract provisions in each lower tier contracts (e.g. subcontract or sub-agreement)
- 2) incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;

The prime contractor shall be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.

Failure to Comply with Provisions

Contractor failure to comply with the terms of these contract provisions may be sufficient grounds to:

- 1) Withhold progress payments or final payment;
- 2) Terminate the contract for cause;
- 3) Seek suspension/debarment; or
- 4) Take other actions determined to be appropriate by the Sponsor or the FAA.

1. ACCESS TO RECORDS AND REPORTS

(2 CFR § 200.333, 2 CFR § 200.336, FAA Order 5100.38)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. AFFIRMATIVE ACTION REQUIREMENT

(41 CFR part 60-4, Executive Order 11246)

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

- 1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- 2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: **19.0%**

Goals for female participation in each trade: **6.9%**

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **County of Riverside, California.**

3. BREACH OF CONTRACT TERMS

(2 CFR § 200 Appendix II(A))

Applies to Contracts over \$150,000

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

4. BUY AMERICAN PREFERENCE

(Title 49 USC § 50101)

The Contractor must meet the Buy American Preference requirements of 49 USC § 50101 for all AIP funded projects that require steel or manufactured goods. **The Buy America requirements flow down from the Sponsor to first tier contractors**, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

Note: the Buy American Preference does not apply to equipment a contractor uses as a tool of their trade and does not remain as part of the project.

There are two types of Buy American certifications.

1. Projects for a facility (Buildings such as Terminal, SRE, ARFF, etc.) – Insert the Certificate of Compliance Based on Total Facility
2. Projects for non-facility development (non-building construction projects such as runway or roadway construction; or equipment acquisition projects)

Contractor must sign and submit with bid the Certification contained in the Proposal Forms.

BUY AMERICAN PREFERENCE

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

Note: these required certification(s) are included in the Proposal Forms for Bidder's convenience / use, to include with Bid Submission.

**Certificate of Buy American Compliance –
Manufactured Product**

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the “item”. The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

5. CIVIL RIGHTS - GENERAL

(49 USC § 47123)

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

6. CIVIL RIGHTS – TITLE VI ASSURANCE

(49 USC § 47123, FAA Order 1400.11)

6.1 TITLE VI SOLICITATION NOTICE

The COUNTY OF RIVERSIDE, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

6.2 COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- 1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be

performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

- 4) **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

6.3 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

7. CLEAN AIR AND WATER POLLUTION CONTROL

(2 CFR § 200, Appendix II(G))

This provision is required for all contracts and lower tier contracts that exceed \$150,000.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

8. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

(2 CFR § 200, Appendix II(E))

This provision applies to all contracts and lower tier contracts that exceed \$100,000, and employ laborers, mechanics, watchmen and guards.

Contract Workhours and Safety Standards Act Requirements, (CWHSSA) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. CWHSSA prohibits unsanitary, hazardous, or dangerous working conditions on federally assisted projects. The Wage and Hour Division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL’s Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements

1. Overtime Requirements.

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

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

9. COPELAND “ANTI-KICKBACK” ACT

(2 CFR § 200, Appendix II(D), 29 CFR Parts 3 & 5)

This provision applies to all construction contracts and subcontracts financed under the AIP program that exceeds \$2,000.

COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

10. DAVIS-BACON REQUIREMENTS

(2 CFR § 200, Appendix II(D), 29 CFR Part 5)

This provision applies to, and shall be incorporated into all construction contracts and subcontracts that exceed \$2,000 financed under the AIP program.

The Davis-Bacon Act ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

DAVIS-BACON REQUIREMENTS

1. Minimum Wages

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

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

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

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

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

receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

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

2 Withholding.

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

3. Payrolls and basic records.

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