

CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PROJECT NO. 2202

THIS AGREEMENT (hereafter, "agreement" or "instrument"), is made in triplicate by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California, hereinafter called the "County," and **Papich Construction Co., Inc.**, hereinafter called the "Contractor," (collectively referred to as "the parties".)

WITNESSETH:

(1) THE WORK

The Contractor shall do all the work and furnish all the materials, except such as are mentioned in any of the Contract documents to be furnished by the County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County, the following public work:

**NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT
PROJECT NO. 2202
State Project No: 05142274L
Federal Aid Project No: STPLX-5944(139)**

in accordance with this agreement and with all of the following additional Contract documents which are incorporated into and made a part of this agreement:

- (a) The Standard Specifications 2018, and the Standard Plans 2018, including issued revision, of the State of California, Department of Transportation.
- (b) A set of plans and cross sections (when applicable) entitled:

**NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT
PROJECT NO. 2202
State Project No: 05142274L
Federal Aid Project No: STPLX-5944(139)**

- (c) The Special Provisions for the work
- (d) The Notice to Bidders calling for bids

- (e) The required Payment and Performance bonds
- (f) Federal Wage Rates
- (g) Certificate of Insurance
- (h) Form FHWA-1273
- (i) Appendix E of the Title VI Assurances
- (j) The accepted bid/proposal including the following:
 - (1) List of Subcontractors
 - (2) Equal Employment Opportunity Certification
 - (3) Public Contract Code
 - Section 10285.1 Statement
 - Section 10162 Questionnaire
 - Section 10232 Statement
 - (4) Noncollusion Declaration
 - (5) Debarment and Suspension Certification
 - (6) NonLobbying Certification For Federal-Aid Contracts
 - (7) Disclosure of Lobbying Activities
 - (8) Instructions For Completion of SF-LLL, Disclosure of Lobbying Activities
 - (9) Statement Concerning Employment of Undocumented Aliens
 - (10) Contractor's Certificate As To Workers' Compensation
 - (11) List of Satisfied Public Agencies
 - (12) Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)
 - (13) Instructions-Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)
 - (14) Exhibit 15-H DBE Information-Good Faith Efforts
 - (15) Bidder's Bond

All Contract documents are intended to cooperate, so that any work called for in one and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this instrument and the Contractor's bid or proposal, then this instrument shall control.

2. WORKERS' COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, the Contractor and every Subcontractor will be required to secure the payment of compensation to his/her/its/their employees.

3. CONTRACT PRICE

The County shall pay the Contractor the following prices for the performance of this Contract:

**NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT
PROJECT NO. 2202
State Project No: 05142274L
Federal Aid Project No: STPLX-5944(139)**

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
1	015808		Remove 18" Culvert	EA	1	14,000.00	14,000.00
2	057700A		Protect Existing Utilities In Place	LS	1	63,000.00	63,000.00
3	066013		Construction Staking	LS	1	30,000.00	30,000.00
4	066018		Furnish Field Office	LS	1	31,000.00	31,000.00
5	070030		Lead Compliance Plan	LS	1	2,500.00	2,500.00
6	080050		Progress Schedule (CPM)	LS	1	7,000.00	7,000.00
7	090105		Time-Related Overhead	WDAY	360	985.00	354,600.00
8	120090		Construction Area Signs	LS	1	3,575.00	3,575.00
9	120100		Traffic Control System	LS	1	73,000.00	73,000.00
10	120165		Channelizer (Surface Mounted)	EA	130	42.00	5,460.00
11	128601		Temporary Signal System	WDAY	360	230.00	82,800.00
12	130100		Job Site Management	LS	1	58,000.00	58,000.00
13	130200		Prepare Water Pollution Control Program	LS	1	2,500.00	2,500.00

14	130300		Water Pollution Control/Erosion Control	LS	1	17,000.00	17,000.00
15	130310		Rain Event Action Plan	EA	10	450.00	4,500.00
16	130330		Storm Water Annual Report	EA	2	1,500.00	3,000.00
17	141000	F	Temporary Fence (Type ESA)	LF	750	8.34	6,255.00
18	146002	S	Contractor Supplied Biologist	LS	1	189,000.00	189,000.00
19	146007		Invasive Species Control	LS	1	9,600.00	9,600.00
20	150605		Remove Fence	LF	1,070	5.00	5,350.00
21	153103		Cold Plane Asphalt Concrete Pavement	SQYD	80	66.25	5,300.00
22	157550		Bridge Removal	LS	1	233,000.00	233,000.00
23	160110		Temporary High-Visibility Fence	LF	1,500	6.60	9,900.00
24	170103		Clearing and Grubbing	LS	1	30,000.00	30,000.00
25	190101		Roadway Excavation	CY	405	198.00	80,190.00
26	190140		Trench Excavation	CY	360	37.00	13,320.00
27	190151	F	Grading for Wetlands	CY	700	22.00	15,400.00
28	192003	F	Structure Excavation (Bridge)	CY	400	67.00	26,800.00
29	192037	F	Structure Excavation (Retaining Wall)	CY	190	75.00	14,250.00
30	192037	F	Structure Excavation (Retaining Wall Block Wall)	CY	120	49.00	5,880.00
31	193003	F	Structure Backfill (Bridge)	CY	200	184.00	36,800.00
32	193013	F	Structure Backfill (Retaining Wall)	CY	171	215.00	36,765.00
33	193013	F	Structure Backfill (Retaining Wall Block Wall)	CY	20	655.00	13,100.00
34	198010		Imported Borrow	CY	5,600	32.50	182,000.00

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
35	198209		Subgrade Enhancement Geotextile, Class B2	SQYD	2,520	6.20	15,624.00
36	203031	S	Erosion Control (Hydroseed)	SQYD	2,000	1.49	2,980.00
37	204003	S	Plant (Group C) Willow & Mulefat Riparian Scrub Plant Palette	EA	90	16.70	1,503.00
38	204006	S	Plant (Group W) Willow Cuttings	EA	40	56.00	2,240.00
39	204008	S	Plant (Group H) Willow & Mulefat Riparian Seed Mix	SQYD	750	1.45	1,087.50
40	204009	S	Plant (Group I) Valley Oak Riparian Woodland Plant Palette	EA	36	147.00	5,292.00
41	204010	S	Plant (Group O) Valley Oak Riparian Woodland Seed Mix	SQYD	800	1.50	1,200.00
42	204011	S	Plant (Group K) Wetland Plant Palette	EA	240	49.00	11,760.00
43	204013	S	Wetland Seed Mix	SQYD	390	1.60	624.00
44	204099	S	Plant Establishment Work	LS	1	32,000.00	32,000.00
45	210220		Bio-Treatment Soil Mix	CY	49	258.00	12,642.00
46	260203		Class 2 Aggregate Base	CY	710	84.00	59,640.00
47	260203A		Aggregate Base (Blockwall)	CY	13.3	245.00	3,258.50
48	390132		Hot Mix Asphalt (Type A)	TON	580	126.00	73,080.00
49	394076		Place Hot Mix Asphalt Dike (Type E)	LF	370	15.00	5,550.00
50	394077		Place Hot Mix Asphalt Dike (Type F)	LF	75	15.00	1,125.00
51	475010		Retaining Wall (Blockwall)	LF	112	289.00	32,368.00
52	490500A	F-P	90" Dia. Permanent Steel Casing (Abut 1)	LF	75	640.00	48,000.00
53	490500B	F-P	102" Dia. Permanent Steel Casing (Bent 2)	LF	23	1,160.00	26,680.00
54	490604		30" Dia. CIDH Concrete Piling (Abut 3)	LF	306	420.00	128,520.00

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
55	490616		84" CIDH Concrete Piling (Abut 1)	LF	123	2,075.00	255,225.00
56	490618		96" CIDH Concrete Piling (Bent 2)	LF	73	3,000.00	219,000.00
57	500001	F	Prestressing Cast-In-Place Concrete	LS	1	75,388.00	75,388.00
58	510051	F	Structural Concrete, Bridge Footing	CY	65	740.00	48,100.00
59	510053	F	Structural Concrete, Bridge	CY	650	908.00	590,200.00
60	510054	F	Structural Concrete, Bridge (Polymer Fiber)	CY	245	2,346.00	574,770.00
61	510060	F	Structure Concrete, Retaining Wall	CY	91	1,456.00	132,496.00
62	510085	F	Structural Concrete, Approach Slab	CY	25	1,834.00	45,850.00
63	510502		Minor Concrete (Minor Structure)	CY	6	3,200.00	19,200.00
64	518051	P	PTFE Spherical Bearing	EA	8	7,800.00	62,400.00
65	519100	P	Joint Seal (MR=2.0")	LF	72	100.00	7,200.00
66	519102	F	Joint Seal (Type AL)	LF	40	100.00	4,000.00
67	520102	F-P	Bar Reinforcing Steel (Bridge)	LB	387,500	1.25	484,375.00
68	520103	F-P	Bar Reinforcing Steel (Retaining Wall)	LB	11,200	1.92	21,504.00
69	566011		Roadside Sign – One Post	EA	8	340.00	2,720.00
70	641107		18" Storm Drain Culvert (HDPE)	LF	52	313.00	16,276.00
71	650014		18" Reinforced Concrete Pipe	LF	340	190.00	64,600.00
72	650311		18" Reinforced Concrete Pipe, Class III	LF	92	222.00	20,424.00
73	665013		15" Corrugated Steel Pipe (.064" Thick)	LF	20	191.00	3,820.00

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
74	680902		6" Perforated Plastic Pipe Underdrain	LF	20	175.00	3,500.00
75	680902A		6" Perforated Plastic Pipe Underdrain (Blockwall)	LF	120	74.00	8,880.00
76	682042		Class 2 Permeable Material	CY	49	146.00	7,154.00
77	682042A		Class 2 Permeable Material (Blockwall)	CY	19	220.00	4,180.00
78	703450A	F-P	18" Welded Steel Pipe Casing (Bridge)	LF	90	328.00	29,520.00
79	707106		Precast Drainage Inlet with Grate	EA	4	5,900.00	23,600.00
80	721013		Rock Slope Protection (1/4 Ton, Method B)	CY	410	70.00	28,700.00
81	721019		Rock Slope Protection (No. 3, Method B)	CY	20	220.00	4,400.00
82	721028		Rock Slope Protection (No. 2, Method B)	CY	155	220.00	34,100.00
83	729011A		Rock Slope Protection Fabric (At Abutments)	SQYD	650	3.34	2,171.00
84	729011B		Rock Slope Protection Fabric (Class 8) (At Drainage Outlets)	SQYD	54	23.00	1,242.00
85	731502		Minor Concrete (Miscellaneous Construction)	CY	6	2,200.00	13,200.00
86	780210		Survey Monument (Type A)	EA	3	1,500.00	4,500.00
87	782120		Relocate Mail Box	EA	1	1,800.00	1,800.00
88	782200	F	Obliterate Surfacing	SQYD	1100	8.00	8,800.00
89	800006		Fence (Type BW 6-Strand Wood Post)	LF	750	15.00	11,250.00
90	820132		Object Marker (Type L)	EA	4	95.00	380.00
91	820134		Object Marker (Type P)	EA	4	110.00	440.00
92	839543		Transition Railing (Type WB-31)	EA	4	9,550.00	38,200.00
93	839584		Alternative In-Line Terminal System	EA	3	3,375.00	10,125.00
94	839585		Alternative Flared Terminal System	EA	1	3,250.00	3,250.00

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
95	839700A	F	Texas Classic Type C411 Railing (At Retaining Wall)	LF	97	523.00	50,731.00
96	839700B	F	Texas Classic Type C411 Railing (At Bridge Structure)	LF	605	401.00	242,605.00
97	840501		Thermoplastic Traffic Stripe	LF	4,220	2.50	10,550.00
98	861020A	F	4" Diameter AT&T Type 3 Telephone Conduit	LF	592	101.00	59,792.00
99	86102B	F	6" Diameter PG&E Type 1 Electrical Conduit	LF	592	183.00	108,336.00
100	999990		Mobilization	LS	1	141,027.00	141,027.00
TOTAL COST							\$5,630,000.00

F – Final Pay Item
S – Specialty Item
P – Partial Pay Item

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date appearing below their respective signatures.

CONTRACTOR:

 Papich Construction Co., Inc.

By: _____
 Signature of Chair, President, or Vice-President

Jason Papich, President
 Printed Name and Title

Date: 11/2/2020

By: _____
 Signature of Secretary, Asst. Secretary,
 CFO,
 Treasurer or Asst. Treasurer*

April Papich, Treasurer
 Printed Name and Title

Date: 11.3.2020

COUNTY OF MONTEREY:

By: _____

Name: Carl P. Holm

Title: RMA Director

Dated: _____

APPROVE AS TO FISCAL TERMS

DocuSigned by:
 By: Gary Giboney
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Name: Gary Giboney

Title: Chief Deputy Auditor-Controller

Date: 11/23/2020

APPROVE AS TO FORM

DocuSigned by:
 By: Mary Grace Perry
 C83342707AC641A...

Name: Mary Grace Perry

Title: Deputy County Counsel

Date: 11/18/2020

APPROVE AS TO INDEMNITY/
INSURANCE LANGUAGE

DocuSigned by:
 By: _____
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Name: Leslie J. Girard

Title: County Counsel

Date: 11/23/2020

***INSTRUCTIONS:** If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporation Code Section 313. If Contractor is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signature of two (2) managing members. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this AGREEMENT on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the AGREEMENT.

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar

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

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

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

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

10. Assurance Required by 49 CFR 26.13(b):

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

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

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

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

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

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

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

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

will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

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

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

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

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

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

Appendix E of the Title VI Assurances

(US DOT Order 1050.2A)

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 nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- 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); and 49 CFR Part 21.
- 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);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- 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 U.S.C. § 4 71, Section 4 7123), 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, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, 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 C.F.R. parts 37 and 38;