



**COUNTY OF SONOMA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC WORKS**

[\(<http://www.sonoma-county.org/tpw>\)](http://www.sonoma-county.org/tpw)

**BID BOOK**  
**FOR CONSTRUCTION OF**  
**AIRPORT HAZARD EUCALYPTUS**  
**TREE REMOVAL PROJECT**

**COUNTY PROJECT NO. APAM14**

**FOR USE IN CONNECTION WITH CALTRANS STANDARD SPECIFICATIONS DATED 2018,  
STANDARD PLANS DATED 2018, CURRENT GENERAL PREVAILING WAGE RATES AND  
LABOR SURCHARGE AND EQUIPMENT RENTAL RATES.**

**BID OPENING DATE: 2:00 P.M., March 14, 2022**

**ADDENDUM NO. 0 1 2 3 4 5**

# BIDDER'S BOOK

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## **PROPOSAL**

### **TO THE BOARD OF SUPERVISORS OF SONOMA COUNTY, SANTA ROSA, CALIFORNIA (Do Not Detach)**

([www.sonoma-county.org/tpw](http://www.sonoma-county.org/tpw))

### **FOR CONSTRUCTION OF AIRPORT HAZARD EUCALYPTUS TREE REMOVAL PROJECT COUNTY PROJECT NO. APAM14**

NAME OF BIDDER: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

FAX NO: \_\_\_\_\_

EMAIL \_\_\_\_\_

CONTRACTOR LICENSE NO: \_\_\_\_\_

## **LOCATION**

The work to be done and referred to herein is in Sonoma County, State of California, and includes the removal of hazardous eucalyptus trees along the Sonoma County Airport property and shall be constructed in accordance with the Special Provisions (including the payment of not less than the minimum wage rates set forth therein) and the contract annexed hereto and also in accordance with the Standard Plans, dated 2018, the Standard Specifications, dated 2018, the current General Prevailing Wage Rates according to the California Department of Industrial Relations, and the current issue of the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," on file with the California Department of Industrial Relations (telephone 415-703-4774).

Bids are submitted for the entire work. The total amount of the bid for comparison purposes will be determined on the basis of item price and then the total of the individual items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The bidder shall set forth for each item of work, in clearly legible figures, an item price and a total of the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the County of Sonoma's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the County of Sonoma, and that discretion will be exercised in the manner deemed by the County of Sonoma to best protect the public interest in the prompt and economical completion of the work. The decision of the County of Sonoma respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

It is hereby agreed that the undersigned, as bidder, shall furnish a Faithful Performance Bond and a Labor and Materials Bond, each in the amount of one hundred percent (100%) of the total amount of this Proposal, to the County of Sonoma and at no expense to said County, executed by a responsible surety acceptable to said County, in the event that this Proposal is accepted by said County of Sonoma.

If this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give the bond in the sum to be determined as aforesaid, with surety satisfactory to the Department of Transportation and Public Works of Sonoma County, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice that the contract has been awarded, the Department of Transportation and Public Works may, at its option, determine that the bidder has abandoned the contract, and thereupon this Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the County of Sonoma.

The undersigned, as bidder, declares that the only persons or parties interested in the 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 annexed proposed form of contract, and the plans therein referred to; and he proposes and agrees if this Proposal is accepted that he will contract with the County of Sonoma, in the form of the copy 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 therefor the following item prices, to wit;

## **BID ITEM LIST (BID PROPOSAL)**

<b>TREE REMOVAL AREA "A"</b>							
<b>Item No.</b>	<b>S/F</b>	<b>CODE</b>	<b>Item Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Item Total</b>
1			Storm Water Pollution Prevention Plan (SWPPP)	LS	1		\$ -
2			Airfield Safety and Traffic Control	LS	1		\$ -
3			Site Access and In-Kind Area Restoration	LS	1		\$ -
4			Fiber Roll - Sediment Control	LF	454		\$ -
5			Tree Removal, Stump Treatment and Disposal 0-4" Dia.	EA	125		\$ -
6			Tree Removal, Stump Treatment and Disposal >4"<12" Dia.	EA	182		\$ -
7			Tree Removal, Stump Treatment and Disposal 12"-18" Dia.	EA	60		\$ -
8			Tree Removal, Stump Treatment and Disposal >18" and larger Dia.	EA	10		\$ -
						<b>TOTAL =</b>	\$ -

## **BID ALTERNATE LIST (BID PROPOSAL)**

### BID ALTERNATE 1 – AREA B:

TREE REMOVAL AREA "B"							
Item No.	S/F	CODE	Item Description	Unit	Qty	Unit Price	Item Total
1			Storm Water Pollution Prevention Plan (SWPPP)	LS	1		\$ -
2			Airfield Safety and Traffic Control	LS	1		\$ -
3			Site Access and In-Kind Area Restoration	LS	1		\$ -
4			Fiber Roll - Sediment Control	LF	102		\$ -
5			Tree Removal, Stump Treatment and Disposal 0-4" Dia.	EA	585		\$ -
6			Tree Removal, Stump Treatment and Disposal >4"<12" Dia.	EA	240		\$ -
7			Tree Removal, Stump Treatment and Disposal 12"-18" Dia.	EA	14		\$ -
8			Tree Removal, Stump Treatment and Disposal >18" and larger Dia.	EA	7		\$ -
						<b>TOTAL =</b>	\$ -

### BID ALTERNATE 2 – AREA C:

TREE REMOVAL AREA "C"							
Item No.	S/F	CODE	Item Description	Unit	Qty	Unit Price	Item Total
1			Storm Water Pollution Prevention Plan (SWPPP)	LS	1		\$ -
2			Airfield Safety and Traffic Control	LS	1		\$ -
3			Site Access and In-Kind Area Restoration	LS	1		\$ -
4			Fiber Roll - Sediment Control	LF	565		\$ -
5			Tree Removal, Stump Treatment and Disposal 0-4" Dia.	EA	521		\$ -
6			Tree Removal, Stump Treatment and Disposal >4"<12" Dia.	EA	95		\$ -
7			Tree Removal, Stump Treatment and Disposal 12"-18" Dia.	EA	14		\$ -
8			Tree Removal, Stump Treatment and Disposal >18" and larger Dia.	EA	2		\$ -
						<b>TOTAL =</b>	\$ -

## **BID TOTALS**

<b>AREA A - BASE BID TOTAL</b>	
<b>AREA B – SEE MAP (ALTERNATE 1) TOTAL</b>	
<b>AREA C – SEE MAP (ALTERNATE 2) TOTAL</b>	

Note: The low bidder will be determined based on the “Base Bid Total”. The County will determine if Alternate Bid 1 and/or Alternate Bid 2 or neither will be awarded to the lowest responsive bidder.

## **SCHEDULE**

<b>Date</b>	<b>Event</b>
January 31, 2022	Release Solicitation
February 14, 2022 – 1:00PM-2:00PM	Virtual Pre-Bid Conference - *Details noted below
February 21, 2022	Bidder Questions Due by 5:00 p.m.
February 28, 2022	County's Responses to Questions Due
March 14, 2022	Bids Due by 2:00 p.m.
Approximately, April-May 2022	Notice of Intent to Award <i>(subject to delay without notice to Bidders)</i>
Approximately, May-June 2022	Board of Supervisors Awards Contract <i>(subject to delay without notice to Bidders)</i>

### **\*Virtual Pre-Bid Conference Details:**

This Virtual Pre-Bid Conference will be mandatory for all bidders and conducted by Zoom virtual meeting on February 14, 2022 from 1:00-2:00PM.

#### **Join Zoom Meeting:**

<https://sonomacounty.zoom.us/j/94551354767?pwd=eTNVRzRHWXp1VDRjMXJ3cDhucmh4dz09>

Meeting ID: 945 5135 4767 / Passcode: 847156

One tap mobile:+16699009128,,94551354767# US (San Jose)

+13462487799,,94551354767# US (Houston)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 312 626 6799 US (Chicago)

+1 346 248 7799 US (Houston)

+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

+1 301 715 8592 US (Washington DC)

Meeting ID: 945 5135 4767

Find your local number: <https://sonomacounty.zoom.us/j/94551354767?pwd=eTNVRzRHWXp1VDRjMXJ3cDhucmh4dz09>

Join by SIP

Join by H.323

[94551354767@zoomcrc.com](mailto:94551354767@zoomcrc.com)

162.255.37.11 (US West)



162.255.36.11 (US East)

115.114.131.7 (India Mumbai)

115.114.115.7 (India Hyderabad)

213.19.144.110 (Amsterdam Netherlands)

213.244.140.110 (Germany)

103.122.166.55 (Australia Sydney)

103.122.167.55 (Australia Melbourne)

149.137.40.110 (Singapore)

64.211.144.160 (Brazil)

149.137.68.253 (Mexico)

69.174.57.160 (Canada Toronto)

65.39.152.160 (Canada Vancouver)

207.226.132.110 (Japan Tokyo)

149.137.24.110 (Japan Osaka)

Meeting ID: 945 5135 4767

Passcode: 847156

## **ADDENDUM ACKNOWLEDGMENT**

Bidder acknowledges receipt of the following addenda, which are to become part of the Plans, Special Provisions and Estimate:

Addendum No.: \_\_\_\_\_

Date: \_\_\_\_\_

Addendum No.: \_\_\_\_\_

Date: \_\_\_\_\_

Addendum No.: \_\_\_\_\_

Date: \_\_\_\_\_

Addendum No.: \_\_\_\_\_

Date: \_\_\_\_\_

Addendum No.: \_\_\_\_\_

Date: \_\_\_\_\_

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)*

### **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The bidder, \_\_\_\_\_, proposed subcontractor \_\_\_\_\_ hereby certifies that they have \_\_\_/ have not \_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, they have filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

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

## **LIST OF SUBCONTRACTORS**

In accordance with the provisions of Section 4104 to 4113, inclusive of the Public Contract Code, each bidder shall list below the name and location of place of business of each subcontractor who will perform a portion of that contract work in an amount in excess of one-half of the one per-cent of the total bid or \$10,000, whichever is greater. (Note: Bidder's attention is directed to Section 5-1.13 "Subcontracting," of the Special Provisions in completing this form.)

Complete columns 1, 2, 3, 4, and 5 and submit with the bid. Failure to provide complete information in columns 1 through 5 within the time specified may result in a nonresponsive bid.

<b>COLUMN 1</b>	<b>COLUMN 2</b>	<b>COLUMN 3</b>	<b>COLUMN 4</b>	<b>COLUMN 5</b>
<b>Subcontractor Business Name and Location</b>	<b>Subcontractor License Number</b>	<b>Bid Item Number (s)</b>	<b>Percentage of Bid Item Subcontracted</b>	<b>Description of Subcontracted Work</b>

**Sonoma County Department of Transportation and Public Works**  
**SUBCONTRACTOR PAYMENT DECLARATION**

This form must be completed and submitted by the Prime Consultant/Contractor for all subcontractors/subconsultants, vendors, and joint venture partners with every invoice submitted to the Sonoma County TPW. Failure to submit all required information may lead to partial withholding of incremental or progress payment.

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

Date: \_\_\_\_\_

Prime: \_\_\_\_\_

Invoice Date: \_\_\_\_\_

Invoice No.: \_\_\_\_\_

For the Period \_\_\_\_\_

Total Invoice Amount: \_\_\_\_\_

<b>Subcontractor/ Vendor/JV</b>	<b>DBE/SBE (Y/N)</b>	<b>Business Address Payment Sent to</b>	<b>Amount Paid</b>	<b>Payment Date</b>	<b>Check Number</b>

Total Amount Paid to Subconsultants (this Pay Period):

I/We declare under penalty of perjury under the laws of the State of California that the above information is complete and that the tabulated amounts paid to date are accurate and correct.

\_\_\_\_\_  
Signature of Contact Person

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Phone

## **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.

## **NONCOLLUSION AFFIDAVIT**

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the COUNTY of SONOMA DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS.

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 Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

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



## **NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant 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 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.
- (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 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 of Lobbying Activities," 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.

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

## **DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

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

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

**Notes:** Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

## **DISCLOSURE OF LOBBYING ACTIVITIES**

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> _____ a. bid/offer/ application b. initial award c. post-award	<b>3. Report Type:</b> _____ a. initial filing b. material change  <b>For Material Change Only:</b> Year _____ Quarter _____ Date of Last Report _____
<b>4. Name and Address of Reporting Entity:</b> Prime  Subawardee  Tier, if known:  <b>Congressional District</b> , if known:	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District</b> , if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  <b>CFDA Number</b> , if applicable:	
<b>8. Federal Action Number</b> , if known:	<b>9. Award Amount</b> , if known: \$	
<b>10. a. Name and Address of Lobbying Entity:</b> (last name, first name, MI)       <div style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)</div>		
<b>11. Amount of Payment</b> (check all that apply):  \$ _____ Actual \$ _____ Planned	<b>13. Type of payment</b> (check all that apply): ___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other; specify:	
<b>12. Form of Payment</b> (check all that apply):  ___ a. cash ___ b. in-kind; specify: Nature _____ Actual _____		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:</b>       <div style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>		
<b>15. Are Continuation Sheet(s) SF-LLL-A Attached:</b> Yes _____ (Number _____) No _____		
<div style="display: flex;"> <div style="flex: 1; padding-right: 10px;"> <b>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b> </div> <div style="flex: 1;"> <b>Signature:</b> _____  <b>Print Name:</b> _____  <b>Title:</b> _____  <b>Telephone:</b> _____  <b>Date:</b> _____ </div> </div>		

## **INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity 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 a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or sub award recipient. Identify the tier of the sub awardees, e.g., the first sub awardees of the prime is the first tier. Sub awards include but are not limited to subcontracts, sub grants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Sub awardees" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.

15. Check whether or not a continuation sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

## **BIDDER'S BOND**

Accompanying this Bid is \_\_\_\_\_ in amount equal to at least ten percent of the total of the bid.

(Notice: Insert the words "Cash (\$ \_\_\_\_\_)," "Cashier's Check," "Certified Check," or "Bidder's Bond," as the case may be.)

The names of all persons interested in the foregoing proposal as principals are as follows:

**IMPORTANT NOTICE** If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

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Licensed in accordance with an act providing for the registration of Contractors, and Section 7028.15 of the Business and Professions Code, License No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

By my signature on this proposal I certify, under penalty of perjury, that the forgoing Public Contract Code Sections 10162 questionnaire and 10232 statement and the Title 23 United States Code, Section 112 Non-Collusion Affidavit, and the representations made in connection with Section 7028.15 of the Business and Professions Code are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code.)

\_\_\_\_\_  
Bidder Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Bidder

Business Address:

\_\_\_\_\_  
Place of Business:

\_\_\_\_\_  
Place of Residence:

## **BIDDER'S BOND - DECLARATION**

KNOW ALL MEN BY THESE PRESENTS,

That we, \_\_\_\_\_ as PRINCIPAL,  
and \_\_\_\_\_ as SURETY, are held and firmly  
bound unto the County of Sonoma in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT  
OF THE BID of the Principal above named, submitted by said Principal to the County of Sonoma for work  
described below, for the payment of which sum in lawful money of the United States, well and truly to be  
made, to the County of Sonoma, we bind ourselves, our heirs, executors, administrators, and successors,  
jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the  
sum of \$ \_\_\_\_\_

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal has submitted the above-mentioned bid to the County of Sonoma as aforesaid, for  
certain construction specifically described as follows, for which bids are to be opened at Santa Rosa,  
California, for

### **AIRPORT HAZARD EUCALYPTUS TREE REMOVAL PROJECT**

NOW THEREFORE, if the aforesaid Principal is awarded a contract and, within the time and in the manner  
required under the specifications, after the prescribed forms are presented to him for signature, enters into a  
written contract, in the prescribed form, in accordance with the bid, and files two bonds with the County of  
Sonoma, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as  
required by law, then this obligation shall be null and void, otherwise it shall remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D.

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

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

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

Principal

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

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

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

Surety

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

Address

# COUNTY OF SONOMA SANTA ROSA, CALIFORNIA

([www.sonoma-county.org/tpw](http://www.sonoma-county.org/tpw))

## **CONTRACT** **FOR CONSTRUCTION OF**

### **AIRPORT HAZARD EUCALYPTUS TREE REMOVAL PROJECT**

#### **COUNTY PROJECT NO. M21901**

THIS CONTRACT, by and between the County of Sonoma, party of the first part, and

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\_\_\_\_\_. Contractor, party of the second part.

#### **ARTICLE I.**

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Transportation and Public Works, County of Sonoma, in Sonoma County the AIRPORT HAZARD EUCALYPTUS TREE REMOVAL PROJECT, M21901 in accordance with the Standard Plans, dated 2018, the Standard Specifications, dated 2018, the current General Prevailing Wage Rates according to the California Department of Industrial Relations, and the current issue of the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," on file with the California Department of Industrial Relations (telephone 415 703-4774), which said provisions, Standard Plans, Standard Specifications, General Prevailing Wage Rates, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

#### **ARTICLE II.**

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

#### **ARTICLE III.**

The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties thereto that should there be any conflict between the terms of this instrument and the bid or



proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

#### **ARTICLE IV.**

By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will

comply with such provisions before commencing the performance of the work of this contract.

#### **ARTICLE V.**

And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or to be encountered in the prosecution of the work until its acceptance by the Department of Transportation and Public Works, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faith-fully completing the work, and the whole thereof, in the manner and according to the plans and specifications and the requirements of the Engineer under them, to wit;

**Bid Item List**  
**(Bid Contract)**  
***(NOT TO BE USED FOR BIDDING PURPOSES)***

BASE BID – AREA A:

TREE REMOVAL AREA "A"							
Item No.	S/F	CODE	Item Description	Unit	Qty	Unit Price	Item Total
1			Storm Water Pollution Prevention Plan (SWPPP)	LS	1		\$ -
2			Airfield Safety and Traffic Control	LS	1		\$ -
3			Site Access and In-Kind Area Restoration	LS	1		\$ -
4			Fiber Roll - Sediment Control	LF	454		\$ -
5			Tree Removal, Stump Treatment and Disposal 0-4" Dia.	EA	125		\$ -
6			Tree Removal, Stump Treatment and Disposal >4"<12" Dia.	EA	182		\$ -
7			Tree Removal, Stump Treatment and Disposal 12"-18" Dia.	EA	60		\$ -
8			Tree Removal, Stump Treatment and Disposal >18" and larger Dia.	EA	10		\$ -
						<b>TOTAL =</b>	<b>\$ -</b>

BID ALTERNATE 1 – AREA B:

TREE REMOVAL AREA "B"							
Item No.	S/F	CODE	Item Description	Unit	Qty	Unit Price	Item Total
1			Storm Water Pollution Prevention Plan (SWPPP)	LS	1		\$ -
2			Airfield Safety and Traffic Control	LS	1		\$ -
3			Site Access and In-Kind Area Restoration	LS	1		\$ -
4			Fiber Roll - Sediment Control	LF	102		\$ -
5			Tree Removal, Stump Treatment and Disposal 0-4" Dia.	EA	585		\$ -
6			Tree Removal, Stump Treatment and Disposal >4"<12" Dia.	EA	240		\$ -
7			Tree Removal, Stump Treatment and Disposal 12"-18" Dia.	EA	14		\$ -
8			Tree Removal, Stump Treatment and Disposal >18" and larger Dia.	EA	7		\$ -
						<b>TOTAL =</b>	<b>\$ -</b>

BID ALTERNATE 2 – AREA C:

TREE REMOVAL AREA "C"							
Item No.	S/F	CODE	Item Description	Unit	Qty	Unit Price	Item Total
1			Storm Water Pollution Prevention Plan (SWPPP)	LS	1		\$ -
2			Airfield Safety and Traffic Control	LS	1		\$ -
3			Site Access and In-Kind Area Restoration	LS	1		\$ -
4			Fiber Roll - Sediment Control	LF	565		\$ -
5			Tree Removal, Stump Treatment and Disposal 0-4" Dia.	EA	521		\$ -
6			Tree Removal, Stump Treatment and Disposal >4"<12" Dia.	EA	95		\$ -
7			Tree Removal, Stump Treatment and Disposal 12"-18" Dia.	EA	14		\$ -
8			Tree Removal, Stump Treatment and Disposal >18" and larger Dia.	EA	2		\$ -
						<b>TOTAL =</b>	\$ -

## **BID TOTALS**

<b>AREA A - BASE BID TOTAL</b>	
<b>AREA B (ALTERNATE 1) TOTAL</b>	
<b>AREA C (ALTERNATE 2) TOTAL</b>	

Note: The low bidder will be determined based on the “Base Bid Total”. The County will determine if Alternate Bid 1 and/or Alternate Bid 2 or neither will be awarded to the lowest responsive bidder after the bid opening.

## **ARTICLE VI.**

The County's Board of Supervisors has awarded this contract to the Contractor on the basis of the Contractor's base bid (Items 1 through 14), together with Alternate, in accordance with the contract documents as modified by Addenda(um) No(s). .

## **ARTICLE VII.**

For the work covered by this contract, the County agrees to pay and the Contractor agrees to accept the sum of \_\_\_\_\_, subject to adjustment on the basis of the unit prices set forth in the Contractor's bid.

## **ARTICLE VIII.**

The County shall retain 5% of the estimated value of the work done and 5% of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the contract by the Contractor, except that at any time after 20 percent of the work has been completed, if the Engineer finds that satisfactory progress is being made, the County may reduce the total amount being retained from payment pursuant to the above requirements to 3 percent of the total estimated value of the work and materials and may also reduce the amount retained from any of the remaining partial payments to 3 percent of the estimated value of the work and materials.

The County shall hold retainage described above from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the County, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the County. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

**IN WITNESS WHEREOF, the parties hereto have affixed their signatures:**

**SIGNATURES FOLLOW ON NEXT PAGE-**

**-THIS SPACE LEFT INTENTIONALLY BLANK-**

By CONTRACTOR, this

day of 20 ; and

By COUNTY, this

day of 20 .

**CONTRACTOR**

**COUNTY OF SONOMA CALIFORNIA**

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

Chairman, Board of Supervisors

ATTEST:

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

Clerk of the Board

APPROVED AS TO FORM

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

County Counsel

(SEAL)

**(This guarantee shall be executed by the successful bidder in accordance with instructions in the Special Provisions. The bidder may execute the guarantee on this page at the time of submitting his bid or shall execute the guarantee at the time the contract is executed.)**

## **GUARANTEE**

To the County of Sonoma Department of Transportation and Public Works for construction of

### **AIRPORT HAZARD EUCALYPTUS TREE REMOVAL PROJECT**

The undersigned guarantees all construction performed on this project and also guarantees all material and equipment incorporated therein.

**General:** The Contractor shall guarantee the work is in accordance with contract requirements and remains free from substantial defects in materials and workmanship for a period of one year after contract acceptance. For certain portions of the work where the Director relieves the Contractor of responsibility in accordance with Section 5-1.38, "Maintenance and Protection Relief," of the Standard Specifications, the guarantee period starts on the relief date and ends one year therefrom.

Substantial defects in materials and workmanship means defective work objectively manifested by damaged, displaced, or missing parts or components; and workmanship resulting in improper function of materials, components, equipment, or systems, as installed or manufactured by the Contractor, subcontractor, supplier, or manufacturer.

During the guaranty period, the Contractor shall repair or replace contract work and associated work which is not in accordance with contract requirements or has substantial defects in materials and workmanship. The Contractor shall perform the corrective work with no expense to the Department other than County- provided field inspection services.

The guaranty of work excludes damage or displacement that is outside the control of the Contractor and caused by normal wear and tear, improper operation, insufficient maintenance, abuse, unauthorized modification, or natural disaster as described in Section 5-1.39, "Damage Repair and Restoration," of the Standard Specifications.

The Contractor shall have the same insurance coverage during corrective work operations as prior to contract acceptance, in accordance with Section 7-1.05, "Indemnification" and Section 7-1.06, "Insurance," of the Standard Specifications.

The contract bonds furnished in accordance with Section 3-1.05, "Contract Bonds," of the Standard Specifications must remain in full force and effect during the guarantee period and until all corrective work is complete.

In the case of conflict between this guaranty provision and any warranty provision included in the contract, the warranty provision shall govern for the specific construction product or feature covered.

**Corrective Work:** During the guaranty period, the Department will monitor performance of the highway facilities completed by the Contractor and will perform a thorough review of the contract work at least 60 days before the expiration of the one-year guaranty.

If the Engineer discovers contract work not in compliance with contract requirements or that has substantial defects in materials and workmanship, at any time during the guaranty period, a list of items that require

corrective work will be developed and forwarded to the Contractor. Within 15 days of receipt of a list, the Contractor shall submit to the Engineer a detailed plan for performing corrective work. The work plan shall include a start to finish schedule. It shall include a list of labor, equipment, materials, and any special services intended to be used. It shall clearly show related work including traffic control, temporary delineation, and permanent delineation.

The Contractor shall start the corrective and related work within 15 days of receiving notice from the Engineer that the Contractor's work plan is approved. The corrective work shall be diligently prosecuted and completed within the time allotted in the approved work plan.

If the Engineer determines that corrective work, covered by the guaranty, is urgently needed to prevent injury or property damage, the Engineer will give the Contractor a request to start emergency repair work and a list of items that require repair work. The Contractor shall mobilize within 24 hours and diligently perform emergency repair work on the damaged highway facilities. The Contractor shall submit a work plan within 5 days of starting emergency repair work.

If the Contractor fails to commence and execute, with due diligence, corrective work and related work required under the guaranty in the time allotted, the Engineer may proceed to have the work performed by County forces or other forces at the Contractor's expense. Upon demand, the Contractor shall pay all costs incurred by the Department for work performed by County forces or other forces including labor, equipment, material, and special services.

Inspection of the work shall not relieve the Contractor of any of his obligations under the contract. Even though equipment, materials, or work required to be provided under the contract have been inspected, accepted, and estimated for payment, the Contractor shall, at his own expense, replace or repair any such equipment, materials, or work found to be defective or otherwise not to comply with the requirements of the contract up to the end of the guaranty period.

The County shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the County elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the County. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the County shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

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Signature of Authorized Representative of Bidder

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Date:



## **CONTRACT BOND- PERFORMANCE**

### **KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_ as Principal, and \_\_\_\_\_, 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

COUNTY OF SONOMA, CALIFORNIA

In the sum of \_\_\_\_\_ 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 with the COUNTY OF SONOMA, CALIFORNIA to do and perform the following work, to-wit:

### **AIRPORT HAZARD EUCALYPTUS TREE REMOVAL PROJECT**

=====

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.

=====

Any notice to the Surety may be physically delivered or mailed to it at its office.

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\_\_\_\_

CONTRACTOR: \_\_\_\_\_

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

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

SURETY: \_\_\_\_\_

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

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

## **CONTRACT BOND- PAYMENT**

**KNOW ALL MEN BY THESE PRESENTS:** Than we \_\_\_\_\_ of \_\_\_\_\_ as Principal, and \_\_\_\_\_, incorporated under the laws of the State of California and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto

COUNTY OF SONOMA, CALIFORNIA, As Oblige, 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 with the Oblige to do and perform the following work, to-wit:

### **AIRPORT HAZARD EUCALYPTUS TREE REMOVAL PROJECT**

=====

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.

=====

Any notice to the Surety may be physically delivered or mailed to it at its office.

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 18663 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 inure 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\_\_\_\_

CONTRACTOR: \_\_\_\_\_

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

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

SURETY: \_\_\_\_\_

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

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

## **FEDERAL PROVISIONS**

### **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 subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

#### **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:

**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.

**Nondiscrimination:** 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.

**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.

**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.

**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.

**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.

## **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 USC § 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 USC § 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 USC § 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 USC § 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 nondiscrimination 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 USC 1681 et seq).

## **INSURANCE**

**7-1.01 GENERAL:** The Contractor shall obtain insurance acceptable to County in a company or companies acceptable to the County. The required documentation of such insurance shall be furnished to the County at the time the Contractor returns the executed contract. The proper insurance shall be provided within eight (8) days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice that the contract has been awarded and prior to the county executing the contract and issuing a notice to proceed. The Contractor shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until all insurance required hereunder has been submitted and approved and a notice to proceed has been issued. Any requirement for insurance to be maintained after completion of the Work shall survive this Contract.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

With respect to performance of work under this contract, Contractor shall maintain and shall require all of its subcontractors to maintain insurance as described below:

### **I. Contractor Required Insurance**

#### **A. Workers Compensation Insurance & Employers Liability Insurance**

1. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
2. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
3. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
4. Required Evidence of Insurance:
  - a. Subrogation waiver endorsement; and
  - b. Certificate of Insurance.

If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from County under provisions of the Workers Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from County, County may retain out of sums due, the amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If County is compelled to pay compensation, County may, in its discretion, either deduct and retain from the sums due the amount so paid, or require to reimburse County.

#### **B. General Liability Insurance**

1. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
2. Minimum Limits:
  - a. Projects under \$5,000,000: \$2,000,000 per Occurrence; \$4,000,000 General Aggregate; \$4,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
  - b. Projects from \$5,000,000 - \$9,999,999: \$5,000,000 per Occurrence; \$5,000,000 General Aggregate; \$5,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
  - c. Projects \$10,000,000 and Over: Minimum Limits: \$10,000,000 per Occurrence; \$10,000,000 General Aggregate; \$10,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
3. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
4. Insurance shall be maintained for the entire period of the Work plus one (1) year from the completion of the Work.
5. County of Sonoma, its officers, agents and employees, Attn: Airport Manager, Charles M. Schulz – Sonoma County Airport, 2290 Airport Boulevard, Santa Rosa, CA 95403 shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of the Work under this Contract. Additional insured status shall continue for (1) one year after completion of the Work.
6. County of Sonoma, its officers, agents and employees, Attn: Airport Manager, Charles M. Schulz – Sonoma County Airport, 2290 Airport Boulevard, Santa Rosa, CA 95403 shall be endorsed as additional insureds for liability arising out of Contractor's ongoing operations (ISO endorsement CG 20 26, Additional Insured – Designated Person or Organization, or equivalent).
7. County of Sonoma, its officers, agents and employees, Attn: Airport Manager, Charles M. Schulz – Sonoma County Airport, 2290 Airport Boulevard, Santa Rosa, CA 95403

- shall be endorsed as additional insureds for liability arising out of Contractor's ongoing operations (ISO endorsement CG 20 26, Additional Insured – Designated Person or Organization, or equivalent).
8. Mead & Hunt Inc., 2440 Deming Way, Middleton, WI 53562 shall be endorsed as additional insureds for liability arising out of Contractor's ongoing operations (ISO endorsement CG 20 32, Additional Insured – Engineers, Architects or Surveyors Not Engaged by the Named Insured, or equivalent).
  9. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
  10. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
  11. The policy shall not exclude injury or damage caused by, or resulting from, explosion, collapse and/or underground hazards.
  12. The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts coverage because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.
  13. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
  14. The policy shall cover inter-insured suits between County and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
  15. Required Evidence of Insurance:
    - a. Additional insured endorsements or policy language granting additional insured status;
    - b. Endorsement or policy language indicating that coverage is primary and non-contributory; and
    - c. Certificate of Insurance.

### **C. Automobile Liability Insurance**

1. Minimum Limit: \$2,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
2. Insurance shall cover all owned, hired and non-owned vehicles.
3. The County of Sonoma, its Board of Supervisors, and their employees, representatives, consultants, and agents shall be defined as insureds under the policy or shall be endorsed as additional insureds.
4. Required Evidence of Insurance:
  - a. Endorsement or policy language indicating that County, its Board of Supervisors, and their employees, representatives, consultants, and agents are insureds; and
  - b. Certificate of Insurance.



**D. Contractors Pollution Liability Insurance**

1. Minimum Limits:
  - a. Projects not near or over a body of water: \$1,000,000 per pollution Incident; \$1,000,000 Aggregate. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
  - b. Projects near or over a body of water: \$2,000,000 per pollution Incident; \$2,000,000 Aggregate. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
2. The insurance shall cover:
  - a. bodily injury, sickness, disease, sustained by any person, including death;
  - b. property damage, including physical injury to or destruction of tangible property including the resulting loss of use thereof;
  - c. cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed including diminution of value and natural resources damages;
  - d. defense costs, including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims; and
  - e. liability assumed by Contractor under a written contract or agreement.
3. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
4. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of Work.
5. Insurance shall be maintained for the entire period of the Work plus the additional periods as specified below:
  - a. Projects not near or over a body of water: one (1) year after Final Completion and acceptance of the final payment for the Work.
  - b. Projects near or over a body of water: Two (2) years after Final Completion and acceptance of the final payment for the Work.
6. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the Work.
7. The County of Sonoma, its officers, agent and employees, County of Sonoma, its officers, agents and employees, Attn: Airport Manager, Charles M. Schulz – Sonoma County Airport, 2290 Airport Boulevard, Santa Rosa, CA 95403 shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of the Work.
8. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
9. The policy shall cover inter-insured suits between the Contractor and the additional

insureds and include a “separation of insureds” or “severability” clause which treats each insured separately.

10. Required Evidence of Insurance:

- a. Additional insured endorsement or policy language granting additional insured status;
- b. Endorsement or policy language indicating that coverage is primary and non-contributory; and
- c. Certificate of Insurance including an indication of the coverage basis: occurrence or claims-made. If claims-made, the Certificate shall show the policy retroactive date.

**E. Professional Liability/Errors and Omissions Insurance** *(Required if the Contractor or its employees engage in design or professional activities [architecture, engineering or surveying] which are not subcontracted out).*

1. Minimum Limit: \$1,000,000 per claim or per occurrence.
2. Consultant shall disclose any deductible or self-insured retention in excess of \$25,000.
3. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
4. Insurance applicable to the work performed under the Contract shall be continued for two (2) years after completion of the work. Such continuation insurance may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Contract.
5. Required Evidence of Insurance: Certificate of Insurance.

**F. Increase of Minimum Limits**

Required minimum amounts of insurance may be increased should conditions of Work, in opinion of County, warrant such increase. Contractor shall increase required insurance amounts upon direction by County.

**G. Standards for Insurance Companies**

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

**H. Documentation**

1. The Certificate of Insurance shall include the following reference: Eucalyptus Tree Removal Project.
2. Contractor agrees to maintain current Evidence of Insurance on file with County for the required period of insurance. Any requirement to maintain insurance after Final Completion of the Work, including providing Certificates evidencing required coverage(s), shall survive the Contract.
3. Required Evidence of Insurance shall be submitted to County of Sonoma, its officers, agents and employees, Attn: Airport Manager, Charles M. Schulz – Sonoma County

Airport, 2290 Airport Boulevard, Santa Rosa, CA 95403 or by email to [airport@sonoma-county.org](mailto:airport@sonoma-county.org).

4. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
5. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
6. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

### **I. Policy Obligations**

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

### **II. Subcontractors – Required Insurance**

With respect to their portion of the work, subcontractors of all tiers shall maintain the same insurance required to be maintained by contractor with limits as follows:

- A. Minimum General Liability Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Subcontractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Subcontractor.
- B. Minimum Automobile Liability Limit: \$1,000,000 combined single limit per accident.
- C. Minimum Employers Liability Limits: \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- D. Professional Liability Insurance *(Required for any architect, engineer, surveyor or other licensed professional engaged by Contractor to perform portions of the Work)*
  1. Minimum Limit: \$1,000,000 per claim or per occurrence.
  2. Consultant shall disclose to contractor any deductible or self-insured retention in excess of \$25,000.
  3. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
  4. Insurance applicable to the work performed under the Contract shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Contract.
  5. Required Evidence of Insurance: Certificate of Insurance.

## County of Sonoma – Disadvantaged Business Enterprise (DBE) Program Requirements

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS**

DBE Goal: In accordance with 49 CFR Part 26.45(g), the Charles M. Schulz Sonoma County Airport (STS), as a recipient of U.S. Department of Transportation assistance, has an overall Triennial Disadvantaged Business Enterprise (DBE) goal of 5.6% for Federal Fiscal Years 2022-2024. This race-neutral goal represents the percentage of work anticipated to be performed by certified DBE firms on the Airport's FAA-assisted projects.

#### A. Disadvantaged Business Enterprise (DBE) Participation

##### i. Race-Neutral DBE Participation

The Contractor is required to submit a DBE Race-Neutral Participation Listing to identify DBE subcontractor(s) proposed in the performance of this U.S. DOT-assisted contract, and further agrees to ensure that DBE subcontractors listed in the "DBE Race-Neutral Participation Listing" (Attachment 3) perform work and/or supply materials in accordance with original commitments, unless otherwise directed and/or approved by the County of Sonoma (County) prior to the Prime Contractor effectuating any changes to its race-neutral DBE participation commitments. The Contractor is required to submit this form whether or not DBE subcontractors have been proposed.

Prime Contractor shall ensure the DBE information submitted shall include the North American Industry Classification System (NAICS) code applicable to the kind of work the DBE subcontractor(s) will perform on the contract.

In the event the Contractor commits to utilizing a DBE in the performance of this contract after contract award, the Contractor will comply with the same reporting requirements delineated above and submit a "DBE Race-Neutral Participation Listing" (Attachment 3) for new DBE commitments made after award and during contract performance.

##### ii. DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), County has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs".

## **County of Sonoma – Disadvantaged Business Enterprise (DBE) Program Requirements**

The project is subject to these stipulated regulations. In order to ensure that County achieves its overall DBE Program goal, County encourages the participation of DBEs as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these regulations, it is also the policy of County to:

Fulfill the spirit and intent of the Federal DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBE's have equitable access to participate in all of County's and identified Prime Contractor DOT-assisted contracting opportunities.

- a. Ensure that DBEs can fairly compete for and perform on all DOT-assisted contracts and subcontracts
- b. Ensure non-discrimination in the award and administration of County's DOT-assisted contracts.
- c. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.
- d. Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs in DOT-assisted contracts.
- e. Help remove barriers to the participation of DBEs in DOT-assisted contracts.
- f. Assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.

Contractor will not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Any terms used in this section that is defined in 49 CFR Part 26, or elsewhere in the Regulations, will have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and County's DBE Program with respect to DOT-assisted contracts, the Regulations will prevail.

### iii County' Race-Neutral DBE Policy Implementation Directives

Pursuant to Race-Neutral DBE policy directives issued by the U.S. DOT in response to the Ninth Circuit U.S. Court of Appeals decision in *Western States Paving Co. v. Washington State Department of Transportation*, County has implemented a wholly Race-Neutral DBE Program.

A Race-Neutral DBE Program is one that, while benefitting DBEs, is not solely focused on DBE firms. Therefore, under a Race-Neutral DBE Program, County does not establish numeric race-conscious DBE participation goals on its DOT-assisted contracts. However, the Prime Contractor will adhere to race-neutral DBE participation commitment(s) made at the time of contract award.

### iv. Definitions

The following definitions apply to the terms as used in these provisions:

## **County of Sonoma – Disadvantaged Business Enterprise (DBE) Program Requirements**

- a. “Disadvantaged Business Enterprise (DBE)” means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- b. “Socially and Economically Disadvantaged Individuals” means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans, women and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, or by County pursuant to 49 CFR part 26.65. Members of the following groups are presumed to be socially and economically disadvantaged:
  - 1. “Black Americans” which includes persons having origins in any of the Black racial groups of Africa;
  - 2. “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  - 3. “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  - 4. “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
  - 5. “Asian-Indian Americans,” which includes persons whose origins are from India, Pakistan, and Bangladesh; and
  - 6. Women, regardless of ethnicity or race.
- c. “Owned and Controlled” means a business: (a) which is at least 51 percent owned by one or more “Socially and Economically Disadvantaged Individuals” or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more “Socially and Economically Disadvantaged Individuals”; and (b) whose management and daily business operations are controlled by one or more such individuals.
- d. “Manufacturer” means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
- e. “Regular Dealer” means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and

## **County of Sonoma – Disadvantaged Business Enterprise (DBE) Program Requirements**

petroleum products need not keep such products in stock if it owns or operates distribution equipment.

- f. “Other Socially and Economically Disadvantaged Individuals” means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or certifying agency under the California Unified Certification Program (CUCP) to meet the social and economic disadvantage criteria described in 49 CFR Part 26.67.

### v. Race-Neutral DBE Submission and Ongoing Reporting Requirements (Post- Award)

Contractor will complete and submit the following DBE exhibits (forms) at the times specified:

1. “Monthly Race-Neutral DBE Subcontractors Paid Report Summary and Payment Verification: (Form 103).

If the Contractor is a DBE firm and/or has proposed to utilize DBE firms, the Contractor will be required to complete and submit a Form 103 to County designee by the 15<sup>th</sup> of each month until completion of the contract to facilitate reporting of race-neutral DBE participation, following the first month of contract activity. The Contractor will report the total dollar value paid to DBEs for the applicable reporting period. The Contractor will also report the DBE’s scope of work and the total subcontract value of commitment for each DBE reported.

Contractor is advised not to report the participation of DBEs toward the Contractor’s race-neutral DBE attainment until the amount being counted has been paid to the DBE.

Upon completion of the contract, the Contractor will be required to prepare and submit to County a “Race-Neutral DBE Subcontractor Paid Report Summary and Payment Verification” (Form 103) clearly marked “Final” to facilitate reporting and capturing actual DBE race-neutral attainments. Contractor will complete and submit a Final Form 103 whether or not DBEs were utilized in the performance of the contract.

Contractor is responsible for providing subcontractor’s proof of DBE Certification.

Contractor and subcontractors are subject to periodic audits by County and or their designated representative. Program audits serve as a part of County assessing program compliance. The audit may include comprehensive review of program related forms, documents and procedures, including but not limited to site visits. The information presented for review shall be provided in an auditable manner.



## **County of Sonoma – Disadvantaged Business Enterprise (DBE) Program Requirements**

### **vi. DBE Eligibility and Commercially Useful Function Standards**

1. A DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
2. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.
3. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
4. A DBE must perform a commercially useful function in accordance with 49 CFR 26.55 (i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.) A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.
5. DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:
  - i. The CUCP website, accessed at [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm).
  - ii. The CUCP DBE Directory, which may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815; Telephone (916) 445-3520.

### **vii. DBE Crediting Provisions**

When a DBE is proposed to participate in the contract, either as a prime Contractor or Subcontractor, only the value of the work proposed to be performed by the DBE with its own forces may be counted toward race-neutral DBE participation. If the Contractor is a DBE joint venture participant, only the DBE proportionate interest in the joint venture will be counted.

- a. If a DBE intends to subcontract part of the work of its subcontract to a lower tier Subcontractor, the value of the subcontracted work may be counted toward race-neutral DBE participation only if the DBE Subcontractor is a certified DBE and actually performs the work with their own forces. Services subcontracted to a non-DBE firm may not be credited toward the prime Contractor's race-neutral DBE attainment.
- b. Contractor is to calculate and credit participation by eligible DBE vendors of equipment, materials, and suppliers toward race-neutral DBE attainment, as follows:



## **County of Sonoma – Disadvantaged Business Enterprise (DBE) Program Requirements**

- 1) Sixty percent (60%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a regular dealer; or
- 2) One hundred percent (100%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a DBE manufacturer.
- c. The following types of fee or commissions paid to DBE Subcontractors, Brokers, and Packagers may be credited toward the prime Contractor's race-neutral DBE attainment, provided that the fee or commission is reasonable, and not excessive, as compared with fees or commissions customarily allowed for similar work, including:
  - 1) Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Contract;
  - 2) Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves) when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;
  - 3) Fees and commissions charged for providing any insurance specifically required in the performance of the Contract.
- d. Contractor may count the participation of DBE trucking companies toward race-neutral DBE attainment, as follows:
  - 1) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
  - 2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
  - 3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
  - 4) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
  - 5) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
  - 6) For purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

## County of Sonoma – Disadvantaged Business Enterprise (DBE) Program Requirements

- 7) If the Contractor listed a non-certified DBE 1<sup>st</sup> tier Subcontractor to perform work on this contract, and the non-certified DBE subcontractor subcontracts a part of its work or purchases materials and/or supplies from a lower tier DBE certified Subcontractor or Vendor, the value of work performed by the lower tier DBE firm's own forces can be counted toward race-neutral DBE participation on the contract.

### viii. Performance of DBE Subcontractors

DBE subcontractors listed by the Prime Contractor in its "DBE Race-Neutral Participation Listing" (Attachment 3) submitted at the time of proposal submission or added during performance of the contract will perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization from County to perform the work with other forces or to obtain the materials from other sources.

The Contractor will provide written notification to County in a timely manner of any changes to its anticipated DBE participation. This notice should be provided prior to commencement of that portion of the work and the Prime Contractor shall demonstrate good faith efforts in continuing doing business with DBE's.

### ix. Additional DBE Subcontractors

In the event Contractor identifies additional DBE subcontractors or suppliers not previously identified by Contractor for race-neutral DBE participation under the contract, Contractor will notify County by submitting the form "DBE Race-Neutral Participation Listing" (Attachment 3) to enable Contractor and County to capture all race-neutral DBE participation. Contractor will also submit, for each DBE identified after contract execution, a written confirmation from the DBE acknowledging that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

### x. DBE Certification Status

If a listed DBE subcontractor is decertified during the life of the project, the decertified subcontractor will notify the Contractor in writing with the date of decertification. The Contractor will furnish the written documentation to County in a timely manner.

### xi. Contractor's Assurance Clause Regarding Non-Discrimination

In compliance with State and Federal anti-discrimination laws, the Contractor will affirm that they will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, the Contractor will affirm that they will consider, and utilize subcontractors and vendors, in a manner consistent with non-discrimination objectives.

Contractor (and each subcontract the Contractor signs with a subcontractor) must include the following assurance: 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

## **County of Sonoma – Disadvantaged Business Enterprise (DBE) Program Requirements**

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 recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

xii. Prompt Payment

County has, by a contract clause pursuant to 49 CFR 26.29; “Prompt Payment Mechanisms for Recipients”, adopted a prompt payment provision on all DOT-assisted contracts, to facilitate timely payment to all subcontractors. This provision, governing the payment to subcontractors (DBEs and non-DBEs), requires the Prime Contractor to issue payment to all subcontractors for satisfactory work performed, no later than seven (7) days from Contractor’s receipt of payment from County. A provision will also apply to the disbursement of retention proceeds withheld by Prime Contractor, requiring the prompt return of retention payments from Contractor to the subcontractor no later than seven (7) days County after the subcontractor’s work is satisfactorily completed. Prime Contractor will incorporate these prompt payment provisions in all subcontract agreements issued by Prime Contractor with respect to this Contract.

In accordance with Revised 26.29 “Prompt Payment Provisions”, County at its discretion, utilizes the following method to comply with the prompt payment of retainage requirement:

Hold retainage from the Prime Contractor and require a contract clause obligating Prime Contractor to make prompt and full payment of any retainage kept by Prime Contractor to the subcontractor within 7 days after the subcontractor’s work is satisfactorily completed.

Failure to comply with these prompt payment provisions or delay in issuing payment without prior written approval from County will constitute noncompliance, which will result in the application of appropriate administrative sanctions, including, but not limited to, a penalty of 1% of the amount due per month to the affected subcontractor for every month that payment is not made.

v. Records Retention

Prime Contractor shall maintain all DBE program records, including a thorough and updated bidder’s list.