

ADVERTISEMENT FOR BIDS

County of San Luis Obispo
Department of Public Works and Transportation
1050 Monterey Street
Room 207, County Government Center
San Luis Obispo, CA 93408

Separate sealed Bids for the construction of the

MIDTOWN SITE RESTORATION PROJECT LOS OSOS, CA CONTRACT NO. 300448.08.03

Work involves earthwork, erosion control, installing storm drain culverts, construction of rock energy dissipaters, headwalls, inlets, pathways, wood and wire fences, and other such items or detail work not mentioned herein that is required by the Drawings and Specifications.

Bids will be received by the County of San Luis Obispo at the at the office of the Clerk of the Board of Supervisors of the County of San Luis Obispo at 1055 Monterey Street, Room D-120, San Luis Obispo, CA 93408, until 3:00 p.m. (Local Time) April 5 2012, and then at said office publicly opened and read aloud.

The Bidding Documents may be examined at the following locations:

Office of the Clerk of the Board of Supervisors of the County of San Luis Obispo at 1055 Monterey Street, Room D-120, San Luis Obispo, CA 93408

Department of Public Works and Transportation, at 1050 Monterey Street, Room 207, County Government Center, San Luis Obispo, CA 93408 (hereafter, also the "Public Works Department" or "Department")

Copies of the Bidding Documents may be obtained at the County of San Luis Obispo Department of Public Works and Transportation located at 1050 Monterey Street, Room 207, County Government Center, San Luis Obispo, CA 93408 upon payment of \$48.38 for each set (non-refundable).

Questions concerning these documents should be directed to:

http://www.slocounty.ca.gov/PW/Design_Division/Projects_Out_To_Bid.htm

Bidders are notified that financing for this Project is provided pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Section 1921 et seq.) and that as allowed in Public Contract Code Section 22300, this Contract does not provide for substitution of securities for any monies withheld by the Owner to ensure performance under this Contract. Bidders are further notified that this Contract does not permit retainage to be placed in escrow nor to be invested for the benefit of the Contractor.

Prospective Bidders shall be licensed Contractors in the State of California and shall be skilled and regularly engaged in the general class or type of work called for under the Contract. Each Bidder shall have a Class A California Contractor's license.

This Contract is funded in whole or in part using funds from the American Recovery and Reinvestment Act (ARRA). Section 1605 of the ARRA prohibits the use of these funds unless all iron, steel, and manufactured goods are produced in the United States. All iron and steel manufacturing processes must take place in the United States, except for metallurgical processes involving refinement of steel additives. There is no requirement for the origin of components and subcomponents of manufactured goods. Products listed at 48 CFR 25.104(a) have been determined to be unavailable in the United States and if required for this Project may be purchased from foreign sources. No unauthorized use of foreign iron, steel, and/or manufactured goods will be allowed on this Project.

Section 1606 of the ARRA requires compliance with the Davis-Bacon and Related Acts and adherence to the current U.S. Department of Labor Wage Decision. The Contractor must comply with the minimum rates for wages for laborers and mechanics as determined by the Secretary of Labor in accordance with the provisions of the Davis-Bacon and Related Acts. The Contract provisions and related matters set forth in 29 CFR Part 5- Section 5.5 are hereby made a part of this Contract. Attention is called to the fact that not less than the minimum salaries and wages set forth in the Contract Documents must be paid on this Project. The Wage Decision, including modification, must be posted by the Contractor on the Site.

Bidders are notified that the higher of either the Davis-Bacon or the California State prevailing wage rate shall apply.

Copies of the Prevailing Wage Schedules may be obtained from the U.S Department of Labor, www.wdol.gov/dba.aspx#0.

Each Bid shall be made in accordance with the Bidding Documents, and no Bid will be received unless it is made on Bid forms included in the Bidding Documents. Each Bid must be accompanied by cash, certified check, or cashier's check or Bidder's Bond made payable to the County of San Luis Obispo for an amount equal to at least ten percent (10%) of the total amount of the Bid.

While the General Conditions herein (Section 00700) are similar to the EJCDC C-700 Standard General Conditions (2007 Edition) in many respects, the General Conditions also differ from said EJCDC document in many respects in order to conform with Federal, State, and County requirements. A copy of the differences between the General Conditions herein and said EJCDC document is available upon request.

Owner reserves the right to reject any or all Bids, and to waive discrepancies, irregularities, informalities or any other errors in the Bids or bidding, if to do so seems to best serve the public interest, so long as the error does not constitute a material error.

By order of the Board of Supervisors of the County of San Luis Obispo

(Date)

Deputy Clerk of the Board of Supervisors

SECTION 00110

SIGNATURES AND STAMPS

The Contract Documents for Midtown Site Restoration Project, Contract No 300448.08.03, presented herein have been prepared by or under the direction of the following registered engineers:

PREPARED BY:



DESIGN ENGINEER



2/22/12
DATE

RECOMMENDED FOR APPROVAL AND ADVERTISING BY:



DEPUTY DIRECTOR OF PUBLIC WORKS

2/22/12
DATE

APPROVED BY:



PUBLIC WORKS DIRECTOR

2/22/12
DATE

END OF SECTION

SECTION 00200

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - INTRODUCTION

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions. While the General Conditions herein (Section 00700) are similar to the EJCDC C-700 Standard General Conditions (2007 Edition) in many respects, the General Conditions also differ from said EJCDC document in many respects in order to conform with Federal, State, and County requirements. A copy of the differences between the General Conditions herein and said EJCDC document is available upon request.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the purchase price, stated in the Advertisement for Bids may be obtained from the Public Works Department.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Designer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Designer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.
- 2.04 Bidding Documents are available for download from the following website:

http://www.slocounty.ca.gov/PW/Design_Division/PROJECTs_Out_To_BID.htm

ARTICLE 3 - BLANK

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

- 4.01 Subsurface and Physical Conditions
- A. The General Conditions identify:
1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site, if any, that Designer has used in preparing the Bidding Documents.
 2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities), if any, that Designer has used in preparing the Bidding Documents.
- B. Copies of reports and drawings referenced in Paragraph 4.01.A, if any, will be made available by Owner to any Bidder for download from the following website:

http://www.slocounty.ca.gov/PW/Design_Division/Projects_Out_To_Bid.htm

Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

4.02 Underground Facilities

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Designer by owners of such Underground Facilities, including Owner, or others, unless otherwise specified in the Drawings and Specifications.

4.03 Hazardous Environmental Condition

- A. The General Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that Designer has used in preparing the Bidding Documents.
- B. Copies of reports and drawings referenced in Paragraph 4.03.A, if any, will be made available by Owner to any Bidder. for download on the following website:

http://www.slocounty.ca.gov/PW/Design_Division/Projects_Out_To_Bid.htm.

Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

- 4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 4.06 of the General Conditions.

- 4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to locating of excavation and utility.

4.06 Additional Owner Provided Information

- A. Reference is made to the General Conditions for the identification of the general nature of other work, if any, that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of available documents (other than portions thereof related to price) for such other work.
- B. Paragraph 6.13.C of the General Conditions states that if an Owner Safety program exists it will be noted in the Specifications.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

- A. Examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;
- B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. Become familiar with and satisfy Bidder as to all Federal, State, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions at the Site which have been identified in Paragraph 4.06 of the General Conditions;
- E. Obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
- F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
- G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all

additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

- I. Promptly give Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Owner is acceptable to Bidder; and
 - J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Owner written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Owner are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

- 5.01 A pre-Bid conference will not be held.

ARTICLE 6 - SITE AND OTHER AREAS

- 6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. Except for those areas identified in the Bidding Documents as temporary staging areas, all additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing, at the following website:

http://www.slocounty.ca.gov/PW/Design_Division/Projects_Out_To_Bid.htm.

Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda faxed or emailed to all parties recorded by Owner as having received the Bidding Documents and made available on the following website:

http://www.slocounty.ca.gov/PW/Design_Division/Projects_Out_To_Bid.htm.

Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner.

ARTICLE 8 - BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 10 percent of Bidder's maximum Bid price and in the form of a certified check or bank money order or a Bid bond (Section 00430) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required Contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required Contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders will be retained by Owner until the award of the Contract to the Successful Bidder.

ARTICLE 9 - CONTRACT TIMES

- 9.01 The dates by which the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages are set forth in the Agreement.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or "or-equal" materials and equipment as described in Paragraph 6.05 of the General Conditions, or those substitute materials and equipment approved by Owner and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. Request for clarification of materials and equipment considered "or-equal" prior to the Effective Date of Agreement must be received by the Owner at the office of the County Clerk, 1055 Monterey Street, D-120, San Luis Obispo, CA 93408, no later than 4:00 p.m. on _____, 2012. No item of material or equipment will be considered by Owner as a substitute unless written request for approval has been submitted by Bidder and has been received by Owner at the office of the County Clerk, 1055 Monterey Street, D-120, San Luis Obispo, CA 93408, no later than 4:00 p.m. on _____, 2012. Each such request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Owner's decision of approval or disapproval of a proposed item will be final. If Owner approves any proposed substitute item, such approval

will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 12 - BLANK

ARTICLE 13 - PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Owner.
- 13.02 All blanks on the Bid Form shall be completed in ink and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid Item listed therein.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Bid Form.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Bid Form.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder's name and business address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture must be provided on the Bid Form.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid Form.
- 13.10 The postal and email addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state or locality where the Project is located or Bidder shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Bid Form. Bidder's state contractor license number shall also be shown on the Bid Form.

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 *Unit Price*

- A. Bidders shall submit a Bid for each unit basis item of work a unit price and a total for the item, or for each lump sum item a total for the item for each item of Work listed in the Bid schedule.
- B. The total of all bid prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.02 Allowances

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 11.02.B of the General Conditions.

ARTICLE 15 - SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and the Bid bond form. The unbound copy of the Bid Form is to be completed and submitted with all of the attachments outlined in Article 7 of the Bid Form.
- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." When using the mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time indicated in the Advertisement for Bid. A mailed Bid shall be addressed to Owner at the address in Article 1.01 of the Bid Form.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn prior to the date and time for opening of bids by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 If within 5 days after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid or negotiated, that Bidder will be disqualified from further bidding on the Work. This provision to withdraw a Bid without forfeiting the Bid security does not apply to Bidder's errors in judgment in preparing the Bid, or to carelessness in inspecting the site of Work or in reading the Drawings and Specifications.

ARTICLE 17 - OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement for Bids and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the Bids and alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, at its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner also reserves the right to reject any or all bids, and to waive discrepancies, irregularities, informalities, or any other error in the bids or bidding, if to do so seems to best serve the public interest.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is the lowest price.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by properly executed bonds pursuant to the forms set forth in Section 00610 and 00615. Said bond forms are not Contract Documents, and are attached for reference purposes only.

When the Successful Bidder delivers the executed Agreement to Owner, it shall also be accompanied by certificates of insurance for all of the insurance which Contractor is required to purchase and maintain in accordance with Article 5 of the General Conditions.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

21.02 This Contract is expected to be funded in part with funds provided by the United States Department of Agriculture, Rural Utilities Service (RUS). Refer to the General Conditions for Federal Requirements.

21.03 Concurrence by RUS in the Contract is required before the Contract is effective.

ARTICLE 22 - SALES AND USE TAXES

22.01 Contractor shall pay all California sales, use and other taxes as specified in Paragraph 6.10 of the General Conditions.

ARTICLE 23- WORKERS' COMPENSATION REQUIREMENTS

23.01 As required by Section 1860 of the California Labor Code and in accordance with the provisions of Section 3700 of the Labor Code, every Contractor will be required to secure the payment of workers' compensation to its employees.

23.02 In accordance with Section 1861 of the California Labor Code, the Contractor shall furnish the Owner with a statement as follows: "I am aware of the provisions of 3700 of the Labor Code which requires every employer to be insured against liability for worker'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 24 – SUBCONTRACTOR LISTING LAW

24.01 In accordance with Section 4104 of the California Public Contract Code, each Bidder, in his or her Bid, shall set forth the name and the location of the place of business of each

Subcontractor who will perform Work or labor or render service to the prime Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Drawings and Specifications, in an amount in excess of one-half of one percent of the prime Contractor's total Bid.

- 24.02 In accordance with Section 4107 of the California Public Contract Code, no Contractor whose Bid is accepted shall without consent of the Owner either: (a) substitute a person as a Subcontractor in place of the Subcontractor listed in the original Bid; or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor listed in the original Bid; or (c) sublet or subcontract any portion of the Work in excess of one-half of one percent of the prime Contractor's total Bid as to which his or her original Bid did not designate a Subcontractor.
- 24.03 Penalties for failure to comply with the foregoing sections of the California Public Contract Code are set forth in Sections 4106, 4110, and 4111 of the Public Contract Code. A prime Contractor violating this law violates his or her Contract and the awarding authority may exercise the option, in its own discretion, of (1) canceling his or her contract or (2) assessing the prime Contractor a penalty in an amount of not more than 10 percent of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime Contract is awarded. In any proceedings under this section the prime Contractor shall be entitled to a public hearing and to 5 day's notice of the time and place thereof.

ARTICLE 25 – RURAL UTILITIES SERVICE REQUIREMENTS

- 25.01 Bidders are advised that funding for this Project is being provided in whole or in part by the United States Department of Agriculture, Rural Utilities Service which will review and approve the Contract award, Contract Agreement, partial and final payments, and Contract Change Orders.
- 25.02 Payment and retainage will comply with the Contract Agreement Paragraph 6.02 "Progress Payments; Retainage." Bidders are notified that this Contract does not permit retainage to be placed in escrow nor to be invested for the benefit of the Contractor.
- 25.03 Bidders are notified that financing for this Project is provided pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Section 1921 et seq.), and that as allowed in Public Contract Code Section 22300, this Contract does not provide for substitution of securities for any monies withheld by the Owner to ensure performance under the Contract.
- 25.04 Bidders are notified of the requirement for affirmative action to ensure equal employment opportunity (Executive Order No. 11246) as set forth in the Equal Opportunity Requirements found in paragraph 18.10 of the General Conditions.

ARTICLE 26 – AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

This Contract is funded in whole or in part using funds from the American Recovery and Reinvestment Act (ARRA). Section 1605 of the ARRA prohibits the use of these funds unless all iron, steel, and manufactured goods are produced in the United States. All iron and steel manufacturing processes must take place in the United States, except for metallurgical processes involving refinement of steel additives. There is no requirement for the origin of components and subcomponents of manufactured goods. Products listed at 48 CFR 25.104(a) have been determined to be unavailable in the United States and if required for this Project may be purchased from foreign sources. No unauthorized use of foreign iron, steel, and/or manufactured goods will be allowed on this Project.

Section 1606 of the ARRA requires compliance with the Davis-Bacon and Related Acts and adherence to the current U.S. Department of Labor Wage Decision. The Contractor must comply with the minimum rates for wages for laborers and mechanics as determined by the Secretary of Labor in accordance with the provisions of the Davis-Bacon and Related Acts. The Contract provisions and related matters set forth in 29 CFR Part 5- Section 5.5 are hereby made a part of this Contract. Attention is called to the fact that not less than the minimum salaries and wages set forth in the Contract Documents must be paid on this Project. The Wage Decision, including modification, must be posted by the Contractor at the Site.

This is a Public Works Project subject to the rate of prevailing wages as established by the California Department of Industrial Relations, Bidders are notified that the higher of either the Davis-Bacon or the State prevailing wage rate shall apply.

ARTICLE 27 – BID PROTESTS

Any Bid protest must be submitted in writing to the Department of Public Works, Room 207, County Government Center, 976 Osos Street, San Luis Obispo, CA 93408; Attention: Design Engineer before 5 p.m. of the 7th business day following Bid opening.

The initial protest document shall contain a complete statement of the basis for the protest and all evidence and documents supporting the protest available to the protesting party. The protest shall refer to the specific portion of the document which forms the basis for the protest. The protest shall include the name, address and telephone number of the person representing the protesting party. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. The County Board of Supervisors will issue a decision on the protest.

The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

END OF SECTION

SECTION 00300

WAGE REQUIREMENTS

Notice is hereby given that, pursuant to 1773 of the Labor Code of the State of California, the Owner has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work for each craft, classification, or type of worker required to execute the Contract. A copy of said prevailing rate of per diem wages is on file in the principal office of the Owner, to which reference is hereby made for further particulars. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at each Project Site by the Contractor.

Statutory Penalty for Failure to Pay Minimum Wages: In accordance with 1775 of the California Labor Code, the Contractor shall as a penalty to the State of political subdivision on whose behalf a Contract is made or awarded, forfeit fifty dollars (\$50.00) for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rate for any public work done under the Contract by the Contractor or by any Subcontractor under the Contractor.

Statutory Penalty for Unauthorized Overtime Work: In accordance with 1813 of the California Labor Code, the Contractor shall as a penalty to the State or political subdivision on whose behalf the Contract is made or awarded, forfeit twenty-five dollars (\$25.00) for each worker employed in the execution of the Contract by the Contractor or by any Subcontractor for each calendar day during which said worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of 1810-1815 of the California Labor Code.

Apprenticeship Requirements: Contractor agrees to comply with 1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices. The responsibility for compliance with these provisions is fixed with the prime contractor for all apprenticeship occupations. Under these sections of the law, Contractors and Subcontractors must employ apprentices in apprenticeship occupations, where journeymen in the craft are employed on the public work, in a ratio of not less than one apprentice hour for each five journeymen hours (unless an exemption is granted in accordance with 1777.5) and Contractors and Subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the ground of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in 3077 of the Labor Code. Only apprentices, as defined in 3077, which provides that an apprentice must be at least 16 years of age, who are in training under apprenticeship standards and who have signed written apprentice agreements will be employed on public works in apprenticeship occupations.

Payroll Records: Contractor shall keep accurate payroll records on forms provided by the Division of Labor Standards Enforcement, or alternatively, the Contractor shall keep accurate payroll records containing the same information. Said information shall include, but not be limited to, a record of the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, or worker employed by the Contractor. Such record shall be made available for inspection at all reasonable hours, and a copy shall be made available to employee or his authorized representative, the Division of Labor Standards Enforcement, and the Division

of Apprenticeship Standards in compliance with California Labor Code, Section 1776. Upon written notice from the Owner or the Division of Labor Standards Enforcement, the Contractor shall, within ten (10) days, file with the Owner a certified copy of the payroll records. The Contractor shall cause an identical clause to be included in every subcontract for the Work.

END OF SECTION