

Bidder's Checklist

SUBMIT THIS BIDDER'S CHECKLIST WITH YOUR BID DOCUMENTS. Bidders shall complete and submit all documents in the "REQUIRED" column for bids to be considered responsive.

REQUIRED

- 1. Proposal and Bid Schedule, pages 6- 8 of the Bid Book
- 2. Non-Collusion Affidavit, page 10 of the Bid Book
- 3. Public Contract Code Section 10285.1 and 10162, page 11 of the Bid Book
- 4. List of Subcontractors, page 12 of the Bid Book
- 5. Material Suppliers Information, page 13 of the Bid Book
- 6. Qualification Statement, page 14-15 of the Bid Book
- 7. Bid Bond, page 16 of the Bid Book
- 8. Workers Compensation Certification, page 18 of the Bid Book
- 9. Certification Labor Compliance, page 19 of the Bid Book
- 10. Indemnity Agreement, page 20-22 of the Bid Book
- 11. All issued Addenda

SUBMITTED BY:

Name of Company

Contact Name

Business Mailing Address

Business Physical Address

Contractor's License Number

Phone Number

Fax Number

E-mail Address

Documents required on the checklist but not included with your bid may render your bid non-responsive and ineligible for award. Bids received by Mariposa Public Utility District by the scheduled bid opening time will be opened and publicly read but are subject to verification that all the required documents have been submitted.



Mariposa Public Utility District

Bid Book

September 6, 2023

The work to be completed and referred to herein is:

2023 MPUD Winter Storms Repair and Mitigation Project

The Mariposa Public Utility District (MPUD or District) will receive sealed bids on **Wednesday, September 27, 2023, at 10 am** for the 2023 MPUD Winter Storms Repair and Mitigation Project. The project will consist of work at two locations within the MPUD service area:

- Location No. 1 – 4956 Miller Road, sludge accumulated in the unlined pond at the Wastewater Treatment Facility is to be removed and disposed of at the Mariposa County Landfill located at 5593 State Highway 49 North, Mariposa.
- Location No. 2 – Sewer Main Easement near Antone Road, make repairs to the sewer main easement road in three locations where surface water flooding caused erosion.

Bids will be received by the Mariposa Public Utility District at 4992 7th Street, Mariposa, CA 95338 and then at said office publicly opened and read aloud. Each bid must be submitted in a sealed envelope, addressed to the Mariposa Public Utility District, 4992 7th Street, (P.O. Box 494), Mariposa, CA 95338.

Each sealed envelope containing a bid must be plainly marked on the outside as:

Bid For
2023 MPUD Winter Storms Repair and Mitigation Project

If forwarded by mail, the sealed envelope containing the bid must be enclosed in a second envelope addressed to the General Manager at the Mariposa Public Utility District, P.O. Box 494, Mariposa, CA 95338.

All bids shall be made on the required bid form. All blank spaces for bid prices must be filled in (ink or typewritten), and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.

The District may waive any informalities or minor defects or reject all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be

considered. No bidder may withdraw a bid within thirty (30) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between MPUD and the bidder.

Contractors shall hold a current valid license issued by the Contractors State License Board, State of California applicable to the field of work performed.

Bidders must satisfy themselves with the accuracy of the estimated quantities in the bid proposal by examination of the site and scope of work. It is the bidder's responsibility to verify project misconceptions.

A notice to proceed shall be issued within five (5) days of the execution of the agreement by the District.

The contractor shall diligently pursue the work to completion by November 15, 2023.

The District reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the District that such bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein. A conditional or unqualified bid will not be accepted.

The award will be made to the lowest responsive, responsible bidder. The lowest responsive, responsible bidder will be determined by:

1. lowest base bid,
2. evaluation of bidder's experience.

All applicable laws, ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the bid book. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to its bid.

The project sites are available for inspection before the bid date. Please contact Susan Wages, General Manager for an appointment, 209-966-2515 or mpudoffice@sti.net.

Prevailing Wage

This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. Pursuant to Section 1770, California Labor Code, the successful bidder shall pay to each worker of the contractor, or any subcontractor, of any tier, engaged in the work, not less than the general prevailing wage rate of per diem wages, regardless of any contractual relationship which may be alleged to exist between the contractor or any subcontractor, or any tier, and such worker. Prevailing wage rate information is also available on the internet at the following website address: <http://www.dir.ca.gov/dlsr/PWD>.

Department of Industrial Relations pursuant to Labor Code Section 1725.5 – A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, “contractor includes a subcontractor as defined by Section 1722.1.

Contractors License

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 minimum California Class A General Engineering Contractor’s license.

Permits

Permits are not anticipated.

Payment

Payment shall be made to the Contractor within 30-days of project acceptance.

By submission of this bid, each bidder certifies, and in the case of a joint bid each part thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

If bidder is a corporation, the legal name of the corporation shall be set forth above together with the seal and signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or member of a partnership, a Power of Attorney must be on file with the District prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

The bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project by November 15, 2023. Bidder further agrees to pay as liquidated damages, the sum of \$1,000.00 for each consecutive calendar day thereafter work is not completed.

Mariposa Public Utility District Proposal

Name of Bidder

Business Mailing Address (including city, state, and zip code)

Business Street Address (including city, state, and zip code)

Phone Number

Fax Number

E-mail Address

Contractor License Number

Year established

The work to be completed and referred to herein is:

2023 MPUD Winter Storms Repair and Mitigation Project

The Mariposa Public Utility District will receive sealed bids on ***Wednesday, September 27, 2023, at 10 am*** for the 2023 MPUD Winter Storms Repair and Mitigation Project. The project will consist of sludge removal/disposal and to return the eroded sewer main easement to its pre-storm condition with mitigation work. The complete scope of work is on page 23.

This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. Pursuant to Section 1770, California Labor Code, the successful bidder shall pay to each working of the contractor, or any subcontractor, of any tier, engaged in the work, not less than the general prevailing wage rate of per diem wages, regardless of any contractual relationship which may be alleged to exist between the contractor or any subcontractor, or any tier, and such worker. Prevailing wage rate information is also available on the internet at the following website address: <http://www.dir.ca.gov/dlsr/PWD>.

Department of Industrial Relations pursuant to Labor Code Section 1725.5 – A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, “contractor includes a subcontractor as defined by Section 1722.1.

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 minimum California Class A General Engineering Contractor's license.

By submission of this bid, each bidder certifies, and in the case of a joint bid each part thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

If bidder is a corporation, the legal name of the corporation shall be set forth above together with the seal and signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or member of a partnership, a Power of Attorney must be on file with the Owner prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

The bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project by November 15, 2023. Bidder further agrees to pay as liquidated damages, the sum of \$1,000.00 for each consecutive calendar day thereafter as provided in the General Conditions.

Bidder acknowledges receipt of the following Addendum(s):

No. _____, dated _____, 2023

No. _____, dated _____, 2023

No. _____, dated _____, 2023

Mariposa Public Utility District Bid Schedule

Bidder agrees to perform all the work described in the Bid Book for the following unit prices or lump sum of:

Item No.	Item Description	Unit	Approx. Quantity	Unit Price	Item Amount
1	Mobilization (maximum amount is 10% of the total of items 2 through 5)	Lump Sum	1	\$	\$
2	Location 1 – 4956 Miller Road, Sludge Removal and Disposal	Ton	300	\$	\$
3	Location 2 – near Antone Road, Site 1 – install river rock	Linear Foot	36	\$	\$
4	Location 2 – near Antone Road, Site 2 – install river rock	Linear Foot	87	\$	\$
5	Location 2 – near Antone Road, Site 3 – install river rock	Linear Foot	210	\$	\$

See page 23, Scope of Work.

(Item No.'s 1 through 5) **TOTAL BID** (numerical) \$ _____

In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid.

Amount of bid, written out:

_____ (Dollars)

The undersigned bidder does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made in pursuance of and subject to all the terms and

conditions of the Contract Documents pertaining to the work to be done, all of which have been examined by the undersigned.

Pursuant to Government Code Section 4552, in submitting its bid and entering into the contract or a subcontract to supply goods, services, or materials pursuant to the contract, the contractor or subcontractor offers and agrees to assign to the owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the contract or any subcontract. This assignment shall be made and become effective at the time the owner tenders final payment to the contractor, without further acknowledgment by the parties.

The names of all persons interested in the foregoing proposals 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 co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last name in full.

License Class: _____ License No. _____ PWCR (DIR) No. _____

Signature of Bidder

Date

Name of Bidder (print)

**NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**
(Public Contract Code Section 7106)

The undersigned declares:

I am the _____ of _____,
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on:

_____ Date _____ County _____ State _____

By _____

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance 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. The term “bidder” is understood to include any partner, member, officer, director, responsible manager officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after “has” or “has not” in one of the blank spaces provided. The above Statement is part of the Proposal.

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:

NOTE: The above Questionnaire is part of the proposal. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

I declare under penalty of perjury under the laws of the State of California, the foregoing is true and correct.

Signature of Bidder

Date

LIST OF SUBCONTRACTORS

Each bidder shall list below the name and business address of each subcontractor who will perform work or render service under this contract in or about the construction of the improvement, or a subcontractor licensed by the State of California, who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans, in excess of one-half of one percent of the total amount shown in the proposal, and shall also list the portion of the work which will be done by such subcontractor.

<p>1</p> <p>_____</p> <p>Name of Contractor</p> <p>_____</p> <p>Mailing Address</p> <p>_____</p> <p>Contractor's License Number</p> <p>_____</p> <p>Public Works Contractor Registration Number</p>	<p>Portion of Work</p>
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<p>2</p> <p>_____</p> <p>Name of Contractor</p> <p>_____</p> <p>Mailing Address</p> <p>_____</p> <p>Contractor's License Number</p> <p>_____</p> <p>Public Works Contractor Registration Number</p>	<p>Portion of Work</p>
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<p>3</p> <p>_____</p> <p>Name of Contractor</p> <p>_____</p> <p>Mailing Address</p> <p>_____</p> <p>Contractor's License Number</p> <p>_____</p> <p>Public Works Contractor Registration Number</p>	<p>Portion of Work</p>
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<p>4</p> <p>_____</p> <p>Name of Contractor</p> <p>_____</p> <p>Mailing Address</p> <p>_____</p> <p>Contractor's License Number</p> <p>_____</p> <p>Public Works Contractor Registration Number</p>	<p>Portion of Work</p>
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MAJOR MATERIAL SUPPLIERS' INFORMATION

The bidder shall indicate opposite each item of equipment or material listed below the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the bid.

	Equipment/Material	Manufacturer/Supplier
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Awarding of a contract under this bid will not imply approval by the owner of the manufacturers or supplies listed by the bidder. No substitution will be permitted after award of contract unless equipment or material of the listed manufacturer or supplier cannot meet the specifications.

QUALIFICATION STATEMENT

PROJECT: Mariposa Public Utility District
 2023 MPUD Winter Storms Repair and Mitigation Project
 State of California, County of Mariposa

TO: Mariposa Public Utility District

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Name of Bidder

1. EXPERIENCE AND REFERENCES

List three (3) or more past or current projects of similar size and scope to this project by completing the table below:

Past or Current Project Name and Location	Project Description	Owner	Contract Amount and Completion Date	Reference Contact Person (name and phone number)
			\$ / /	
			\$ / /	
			\$ / /	
			\$ / /	

2. CONTRACTOR INFORMATION (please answer the following questions completely using a separate sheet of paper if necessary.)

- a) List name, address, and phone number of bonding company used by your organization.

- b) List name, address, and phone number of a banking institution familiar with your organization.

- c) State whether your organization has been subject of bankruptcy, failed business, failed to complete a contract, or removed from a job by an awarding body.

- d) Describe any contract your organization failed to complete or job from which your company was removed by an awarding body.

- e) Describe any litigation your organization has been named a party in as the result of any award of a public contract.

- f) Describe any False Claims Act investigations which have been conducted as the result of any award of a public contract to your organization.

Signature of Bidder

Date

BIDDER'S BOND

We, _____ as

Principal and _____ as Surety are bound unto the Mariposa Public Utility District, hereafter referred to as "Obligee", in the penal sum of five (5) percent of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for:

2023 MPUD Winter Storms Repair and Mitigation Project

for which bids are to be opened at _____ on _____.
NOW, THEREFORE, if the Principal is awarded the contract and, within the time and 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 three bonds with the Obligee, one to guarantee faithful performance of the contract, second to guarantee payment for labor and materials as provided by law, and third to be a maintenance warranty bond, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event a suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Date: _____, 20 _____

Principal

Surety

Attorney-in-Fact

§ 200.326 - Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows.

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

WORKER'S COMPENSATION CERTIFICATION

State of California
County of _____

The undersigned is aware of the provisions of Section 3700 of the Labor Code of the State of California which require every employer to be insured against liability of worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and the undersigned will comply with such provisions, and will require all subcontractors to comply with such provisions, before commencing the performance of the work of this Contract.

Signature of Bidder

Date

CERTIFICATION LABOR COMPLIANCE

The undersigned certifies that, in performance of the contract, the contractor will comply with the labor requirements described in the bid documents, pages 4 and 5 in addition to other legal requirements.

Name of Contractor or Subcontractor

Date

Certified By (Printed Name)

Title

Signature

INDEMNITY AGREEMENT

The undersigned Contractor (or supplier) by reason of contracts or purchase orders (and addenda and riders thereto) which have or may be entered into with the designate certificate holder, agrees the following conditions shall apply with respect to any and all work performed for, or materials or equipment supplied to designated certificate holder.

The contractor agrees to indemnify and save harmless, protect and defend the Mariposa Public Utility District, the State of California, Cal OES, FEMA and their officers, directors, agents, employees, and consultants from and against all loss, suits, actions, claims or expense, (including costs and attorney fees) on account of injury or death of persons employed by the contractor, or his sub-contractors, his or their agents or employees; injury to or death of any person; or injury to, damage or destruction of property, real or personal, including loss of use thereof, and violation(s) of laws, ordinances, rules and regulations. Upon demand, the contractor shall defend any suits or actions covered by the terms of this agreement.

INSURANCE

The contractor shall purchase and maintain such liability and other insurance as is appropriate for the work being performed and as will provide protection from claims set forth below which may arise out of or result from contractor's performance of the work and contractors other obligations under the contract documents, whether it is to be performed by contractor, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of contractors employees;
3. Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than contractors employees;
4. Claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by contractor, or (ii) by any other person for any other reason;
5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. Claims for damages because of bodily injury or death of any person or property

damage arising out of the ownership, maintenance, or use of any motor vehicle.

7. Certificates of Insurance acceptable to the owner shall be filed with the owner prior to commencement of the work. These certificates shall include as additional insured: the Mariposa Public Utility District, the State of California, Cal OES, FEMA, the United States Federal Government and their officers, employees, consultants, and agents and contain a provision that coverages afforded under the policies will not be canceled unless at thirty (30) days prior written notice has been given to the owner.

Worker's Compensation and Occupational Disease Insurance meeting the statutory requirements of the State in which the work is to be performed; and Employer's Liability Insurance in an amount of at least \$1,000,000.00. The contractor shall require such subcontractor similarly to provide Worker's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Worker's Compensation statute, the contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

- 1) General Public Liability and Property Damage Insurance including vehicle coverage issued to the contractor and protecting the contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the contract documents, whether such operations be by the contractor or by any subcontractor employed by the contractor or anyone directly or indirectly employed by the contractor or by a subcontractor employed by the contractor. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.
- 2) "All Risk" type Builder's Risk Insurance for work to be performed. Unless specifically authorized by the owner, the amount of such insurance shall not be less than the contract price totaled in the bid. The policy shall cover not less than the losses due to fire, explosion, vehicle damage, theft, flood, earthquake,

civil commotion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the contract time, and until the work is accepted by the owner.

- 3) Fire and Extended coverage insurance to the full insurable value of the project for the benefit of the owner, the contractor and subcontractors as their interests may appear, provided however, that the limits of such insurance shall not limit the extent of such assumed responsibility and liability.

ACCEPTED:

_____	_____
Name of Contractor	Date

By	

Witness (if corporation)	

By	

Seal

ATTEST:

By

Address

Section A – Scope of Work

The project will consist of the following:

- Location No. 1 – 4956 Miller Road, sludge accumulated in the unlined pond at the Wastewater Treatment Facility is to be removed and disposed of at the Mariposa County Landfill located at 5593 State Highway 49 North. The volume of the material (80' X 50' X 2' deep) to be removed is estimated to be a total of 300 tons after mixing wet material with existing dry material on site. Haul material to disposal site, Mariposa County Landfill, approximately 1 mile. Contractor payment based on weight tickets from the Mariposa County Landfill. The contractor is responsible for Mariposa County Landfill disposal fees.
- Location No. 2 – Sewer Main Easement near Antone Road.
 - Site 1 - GPS 37.488408°N, -119.973067°W. Surface water flooding eroded away the embankment and protective cover on one side of the sewer main, an area 36' long X 12' wide X 5' deep. The existing clay sewer pipe is to remain in place. Install 6-inch minus river rock along the sewer main up to grade. Use native material for subsequent backfill and blend into natural grade. Employ a placement method so not to disturb or damage pipe or utilities.
 - Site 2 – GPS 37.488598°N, -119.973220°W. Surface water flooding washed away native soil in an area 87' long X 12' wide X 2' deep. Install 6-inch minus river rock up to road grade. Use native material for subsequent backfill and blend into natural grade.
 - Site 3 – Start GPS 37.488719°N, -119.973454°W and End GPS 37.489059°N, -119.974037°W. Surface water flooding washed away native soil in an area 210' long X 12' wide X 2' deep. Install 6-inch minus river rock up to road grade. Use native material for subsequent backfill and blend into natural grade.

Section B - General Conditions

PERMITS

No Permits are required.

SITE CONDITIONS

Dust Control:

All exposed and/or disturbed soil created by construction activities shall be watered down or suppressed during construction operations to reduce the generation of dust and other particulate matter. All stockpiles of debris, soil, sand, or other materials shall be protected from wind erosion.

Control/Disposal of Rubbish and Debris:

The contractor shall provide for on-site storage of all solid waste generated during construction and operation of the project. All solid waste shall be placed in trash bins to maintain the site in a safe and attractive condition. Solid waste which cannot be contained in trash bins on-site shall be removed from the site on a weekly basis.

HOURS

Construction activities occurring outdoors shall not commence prior to the hours of 7:00 a.m. Monday through Friday, and 8:00 a.m. on Saturdays. All construction activities occurring outdoors shall cease by sunset Monday through Saturday. No outdoor construction shall be permitted on Sundays or holidays. Inspections for work during the time other than Monday through Friday 7:00 a.m. to 5:00 p.m. will be at the contractor's expense.

MATERIALS

All materials, parts and equipment furnished by the contractor for the construction of this project shall be new, of a high grade and free from defects. Workmanship shall follow generally accepted standards for the type of work performed.

OTHER WORK BY OWNER

The owner reserves the right to perform extra work with its own force or contract with any person or firm other than the contractor to perform extra work. The contractor shall not be entitled to damages or anticipated profits on any portion of work performed by the owner or owner's contract with other persons or firms.

MOBILIZATION

The contractor shall include in the bid all costs for mobilizing the construction equipment and appurtenances including but not limited to all costs for insurance, bonds, permits required to perform all work in accordance with the contract documents, plans and specifications. Payment for "Mobilization" shall be lump sum (maximum amount is 10% Items 2-5, Bid Book, page 9 of this document).

PUBLIC CONVENIENCE AND SAFETY

STORAGE OF EQUIPMENT AND MATERIALS IN PUBLIC STREETS Construction materials may not be stored in streets, roads, or highways without obtaining the approval of the appropriate agency.

TRAFFIC AND ACCESS

The Contractor's operations shall cause no unnecessary inconvenience. The access rights of the public shall be always considered. Traffic control on ALL public roadways, including State highways, shall conform to Caltrans Manual of Traffic Control, latest version, and section 12 of the Caltrans standard specifications.

No open trenches shall be allowed to be left uncovered during hours of non-construction activity. Trenches not ready for pipe installation and backfill at the end of the workday must be covered with appropriate trench plates and barricaded if necessary to protect the public.

The Contractor shall include all costs for the above in the various bid items, and no separate payment will be made, therefore.

PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS – The Contractor shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

Unless otherwise provided, the Contractor shall repair or replace all existing improvements (e.g., driveways, fences, signs, utilities, street surfaces, structures, etc.) damaged or removed as a result of his operations. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

All costs to the Contractor for protecting, removing, and restoring existing improvements shall be included in the various bid items, and no separate payment will be made, therefore.

WORKER HEALTH AND SAFETY

The contractor is required to have a Worker Health and Safety Plan prepared in compliance with Cal-OSHA requirements 8CCR5192. The plan must be submitted before the notice to proceed is issued by the owner.

The worker health and safety plan must include provisions to address the potential for worker exposure to soil contamination from hydrocarbons. The potential of soil hydrocarbon contamination exists in construction areas adjacent to known historic underground gasoline tank failures. Actual contamination of shallow soils in the work area is unknown.

ENVIRONMENTAL REQUIREMENTS

When constructing a project involving trenching and/or other related earth excavations, contractor shall comply with the following environmental constraints:

Wetlands-- When disposing of excess, spoil, or other construction materials on public or private property, contractor shall not fill in or otherwise convert wetlands.

Floodplains-- When disposing excess, spoil, or other construction materials on public or private property, contractor shall not fill in or otherwise convert 100-year floodplain areas delineated on the latest Federal Emergency Management Agency Floodplain Maps.

Historic Preservation-- Any excavation by the contractor that uncovers an historical or archaeological artifact shall be immediately reported to the owner and a representative of USDA. Construction shall be temporarily halted pending the notification process and further directions issued by USDA after consultation with the State Historic Preservation Officer (SHPO).

Endangered Species-- Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the contractor, the contractor will immediately report this evidence to the owner and a representative of USDA. Construction shall be temporarily halted pending the notification process and further directions issued by USDA after consultation with the U.S. Fish and Wildlife Service.

SUPERVISION BY CONTRACTOR

The contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The contractor will employ and maintain on the project site a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be always present on the site as required to perform adequate supervision and coordination of the work.

CHANGES IN THE WORK

The owner may, at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Bid Schedule, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.

The owner may at any time, by issuing a field order, make changes to the details of the work. The contractor shall proceed with the performance of any changes in the work so ordered by the owner unless the contractor believes that such field order entitles the contractor to a change in contract price or time, or both, in which event the contractor shall give the engineer written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the contractor shall document the basis for the change in contract price or time within thirty (30) days. The contractor shall not make such changes pending the receipt of an executed change order or further instruction from the owner.

CONTRACT CHANGE ORDERS

All changes which affect the cost or time of the construction of the project must be authorized by means of a change order. The change order will include extra work, work for which quantities have been altered from those shown in the bid schedule, as well as decreases or increases in the quantities of installed units which are different than those shown in the bid schedule because of final measurements. All changes should be recorded in a change order as they occur. Each change order must contain complete and detailed justification for all items addressed by the change order.

CALIFORNIA REQUIREMENTS

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contract or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

Unless otherwise indicated in the Bid Book, all utility lines, conduits, wires, or structures shall be maintained by the contractor and shall not be disturbed, disconnected, or damaged by him during the progress of the work, provided, that should the contractor in the performance of the work disturb, disconnect, or damage any of the above, all expenses arising from such disturbance or in the replacement or repair thereof shall be borne by the contractor. However, in accordance with Section 4215 of the California Government Code, the contractor shall be compensated for all costs of locating and repairing damage to main or trunkline utility facilities located on the work site and for costs of operating equipment on the work site necessarily idled during such work where the contractor has exercised reasonable care in removing or relocating utility facilities which are inaccurately indicated in the Bid Book.

By signing this contract the contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq), which prohibits discrimination on the basis of disability as well as all applicable regulations and guidelines issued pursuant to ADA; The Civil Rights Act of 1964, as amended, 42 U.S.C.2000d (1988) et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794 (1989); Federal Water Pollution Control Act Amendments of 1972, Pub.L. No. 92-500, 86 Stat 816; and the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102 (1994); together with all applicable regulations and guidelines adopted to implement same (collectively, the "Anti-Discrimination Laws").

The contractor and subcontractors shall not deny the contractor's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry,

physical handicap, mental disability, medical condition, marital status, age or sex. The contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discriminations.

The contractor and subcontractors hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq) and will provide a drug-free workplace by doing all the following:

Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors or subcontractors for violations, as required by Government Code Section 8355(a).

Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b) to inform employees, contractors, and subcontractors about all of the following:

1. The dangers of drug abuse in the workplace.
2. The Local Agency's policy of maintaining a drug-free workplace.
3. Any available counseling, rehabilitation and employee assistance programs and violations.
4. Provide as required by Government Code Section 8355(c), that every employee, contractor and subcontractor who works under this Contract:
 - (a) Will receive a copy of the Local Agency's drug-free policy statement, and
 - (b) Will agree to abide by terms of the Local Agency's condition of employment, contract or subcontract.

GRATUITIES

If the owner finds after a notice and hearing that the contractor, or any of the contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the owner, State of California or the United States of America in an attempt to secure this contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this contract, owner may, by written notice to the contractor, terminate the contract. The owner may also pursue other rights and remedies that the law or this contract provides. However, the existence of the facts on which the owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of the contract. In the event the contract is terminated, the owner may pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the owner may pursue exemplary damages in an amount (as determined by the owner) which shall not be less than three nor more than ten times the costs the contractor incurs in providing any such gratuities to any such officer or employee.

Section C - Federal Required Contract Clauses

REMEDIES:

Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, A.

TERMINATION FOR CAUSE AND CONVENIENCE:

All contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity, including how it will be affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, B.

EQUAL EMPLOYMENT OPPORTUNITY:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State, Territorial, or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Mariposa Public Utility District shall upon its own action or upon written request of an authorized representative

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

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

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT:

This requirement applies to contracts awarded by a non-Federal entity of amounts exceeding \$150,000 under a federal grant.

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Mariposa Public Utility District and understands and agrees that the Mariposa Public Utility District will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT:

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Mariposa Public Utility District and understands and agrees that the Mariposa Public Utility District will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION:

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's

principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by the Mariposa Public Utility District. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Mariposa Public Utility District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT:

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification.

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

PROCUREMENT OF RECOVERED MATERIALS:

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

Section D - Recommended Contract Clauses

CHANGES CLAUSE:

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

ACCESS TO RECORDS:

The Contractor agrees to provide Cal OES, the Mariposa Public Utility District, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the Mariposa Public Utility District and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS SEAL, LOGO, AND FLAGS:

"The contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE:

"This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

NO OBLIGATION BY FEDERAL GOVERNMENT:

"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

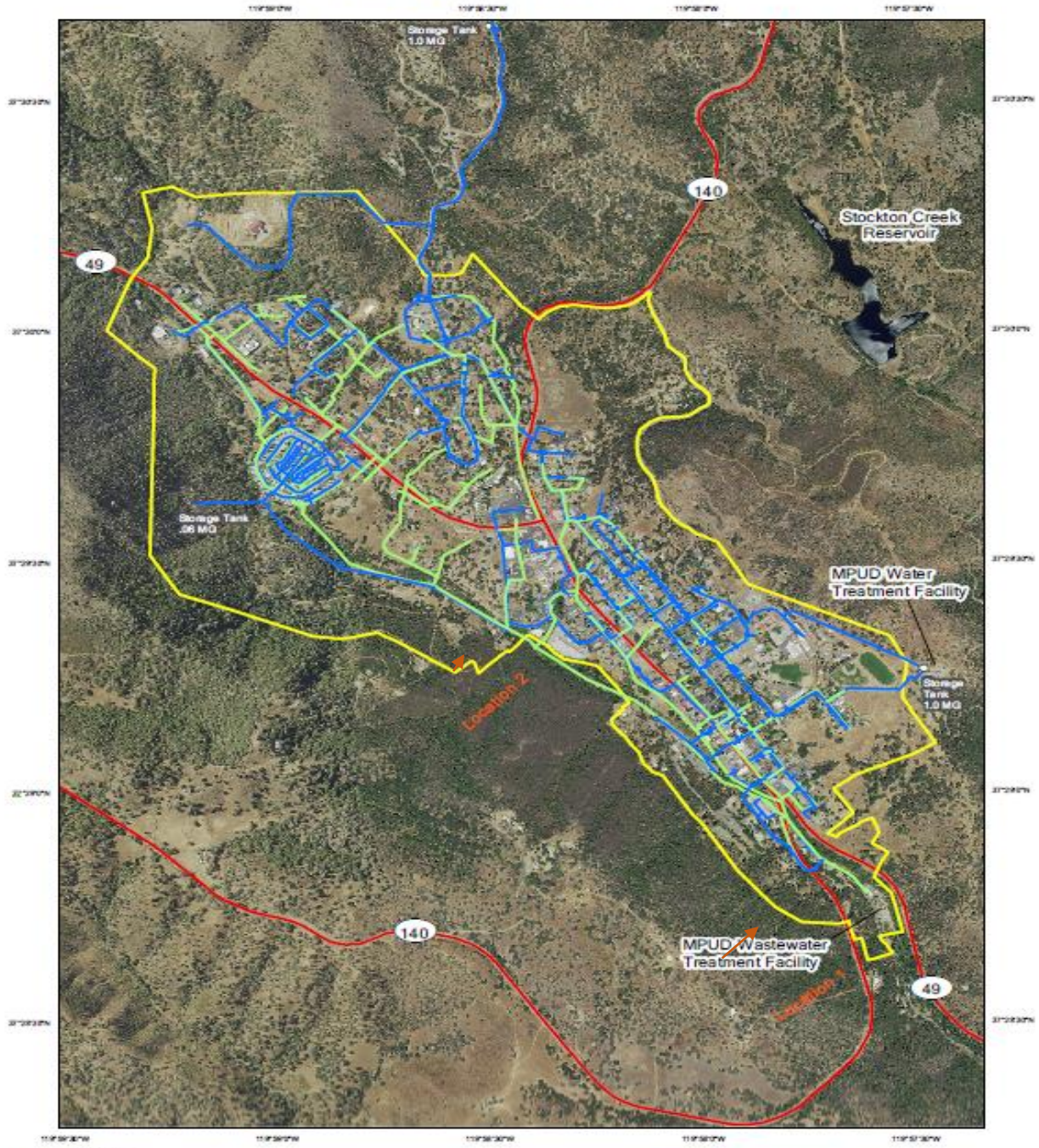
"The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

MAP

Project is in Mariposa, California



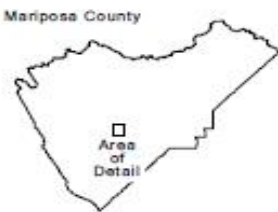
Mariposa Public Utility District (MPUD) INFRASTRUCTURE



North
 1:14,000
 0 0.25 0.5 Mile
 0 0.25 0.5 Kilometer

Coordinate System: NAD 1983 StatePlane California III FIPS 5003 Feet
 Data Source: Mariposa County Assessor GIS Parcel Map December 2014
 US Department of Agriculture Farm Service Agency Photography 2014
 Mariposa County makes no warranty regarding the accuracy of the GIS
 or the analysis and the conclusions resulting from using our GIS data.
 Map Credit: Stacy Marten - Mariposa County Planning Department, February 24, 2015

Mariposa County Planning Department
 PO BOX 20285 100 Bulletin Street
 Mariposa, California 95338-2028
 209.988.2131 FAX 209.242.2024
mariposa.planning@mariposacounty.org
<http://www.mariposacounty.org/planning>



- Water System
- Wastewater Collection
- MPUD Facility
- Storage Tank
- Mariposa Public Utility District
- State Highway

Project Area: 1.a.4