Attachment 3

DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. Prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name			Project Name		
Bid/Proposal No.	Assistance Agreement ID No. (If known)		Point of Contact		
Address					
Telephone No.		Email Address			
Issuing/Funding Entity:					
I have identified potential DBE certified subcontractors	0.1	O YES		O NO	
			Est. Dollar Amt		
Subcontractor Name/ Company Name	Company Addr	Company Address/Phone/Email		Currently DBE Certified?	

¹ A DBE is a Disadvantaged, Minority, Small or Woman Business Enterprise that has been certified as described in 40 CFR 33.204-33.205.

² Subcontractor is defined as a company, firm, joint venture or individual who enters into an agreement with a contractor to provide services.

DBE Subcontractor Performance

I certify under penalty of perjury that the foregoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am award of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CRF Part 33 Section 33.302(c).

Print Name
D /
Date

DBE Subcontractor Performance

This form is intended to capture the DBE³ subcontractors' description of work to be performed and the price of the work submitted to the prime contractor. Prime contractor is required to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name			Project Name		
Bid/Proposal No.	Assistance Agreement ID No. (If known)		Point of Contact		
Address					
Telephone No. Prime Contractor Name		Email Address Issuing/Funding Entity:			
Contract Item Number	Description of Work Sul Involving construction,			Price of Work Submitted to the Prime Contractor	
BDE Certified by <u>O</u> DOT	O SBA	Meets/ exceeds I	FEMA certification s	standards:	
O Other:	<u>—</u>		NO O Unknos		

H:\cc\DOCS\PW\Contracts\Construction - (Under \$5k)\

PW 15-25\8SpecialProvisionsABC.docx

³ A DBE is a Disadvantaged, Minority, Small or Woman Business Enterprise that has been certified as described in 40 CFR 33.204-33.205

⁴ Subcontractor is defined as a company, firm, joint venture or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

DBE Subcontractor Performance

I certify under penalty of perjury that the foregoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CRF Part 33 Section 33.302(c).

Prime Contractor Signature	Print Name	
Title	Date	
Subcontractor Signature	Print Name	
Subcontractor Signature	Print Name	
Subcontractor Signature	Print Name	
Subcontractor Signature Title	Print Name Date	

FEDERAL PROVISIONS FEMA

I.DEFINITIONS

- **A. Government** means the United States of America and any executive department or agency thereof.
- **B. FEMA** means the Federal Emergency Management Agency.
- **C.** Third Party Subcontract means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

II.FEDERAL CHANGES

- **A.** Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non–Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract.
- **B.** The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

III.ACCESS TO RECORDS

- **A.** The Contractor agrees to provide the County, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- **B.** 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.
- C. The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date County makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.
- **D.** The requirements set for in paragraphs A, B, and C above are all in addition to, and should not be considered to be in lieu of, those requirements set forth in Section 21 of the Agreement.

IV.DEBARMENT AND SUSPENSION

- **A.** 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, its 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).
- **B.** Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party

- subcontracts for any of the work under this Agreement with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.
- C. 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. Contractor agrees to the provisions of Attachment 1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Attachment 1, Contractor is the "prospective lower tier participant."
- **D.** The Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- **E.** This certification is a material representation of fact relied upon by County. 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 State of California, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- **F.** 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."

V.NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

- **A.** The County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- **B.** The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (applicable to all construction contracts awarded meeting the definition of "federally assisted construction contract" under 41 CFR 61-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60.14 is hereby incorporated by reference.

- **A.** Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
- **B.** Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- C. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- **D.** Contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- VII. ANTI-KICKBACK ACT COMPLIANCE (applicable to all contracts and subgrants for construction or repair; 44 CFR §13.36(i)(4))

 Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- VIII. DAVIS-BACON ACT COMPLIANCE (applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation;)

 To the extent required by any Federal grant programs applicable to expected funding or reimbursement of County's expenses incurred in connection with the services provided under this Agreement, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below. These requirements are in addition to the requirements set forth in Section 19(b) of the Agreement.
 - A. The Contractor shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at http://www.dir.ca.gov/lcp.asp.
 - **B.** The general prevailing wage rates may be accessed at the Department of Labor Home Page at www.wdol.gov. Under the Davis Bacon heading, click on "Selecting DBA WDs." In the drop down menu for State, select, "California." In the drop down menu for County, select "Sonoma." In the drop down menu for Construction Type, make the appropriate selection. Then, click Search.
 - **IX. CONTRACT WORK HOURS AND SAFETY STANDARDS** (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)
 - **A.** Compliance: Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.
 - **B.** Overtime: No contractor or subcontractor contracting for any part of the work under this Agreement 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.
 - **C.** Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the provisions of Paragraph B, the Contractor and any subcontractor responsible therefore shall be

liable to any affected employee for his unpaid wages. In additions, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph B.

- **D.** Withholding for unpaid wages and liquidated damages: The County 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 for in paragraph C of this section.
- **E. Subcontracts:** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D 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 A through D of this section.

X. NOTICE OF REPORTING REQUIREMENTS

- **A.** Contractor acknowledges that it has read and understands the reporting requirements of FEMA in Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.
- **B.** The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XI. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

- **A.** Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
 - 1) The copyright in any work developed with the assistance of funds provided under this Agreement;
 - 2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.
- **B.** The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- **XII. PATENT RIGHTS** (applicable to contracts for experimental, research, or development projects financed by FEMA; 44 CFR §13.36(i)(8))
 - **A.** General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.

- **B.** Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.
- **C.** The Contractor agrees to include paragraphs A and B above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

XIII. ENERGY CONSERVATION REQUIREMENTS

- **A.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
- **B.** The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- XIV. CLEAN AIR AND WATER REQUIREMENTS (applicable to all contracts and subcontracts in excess \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year)
 - **A.** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
 - **B.** Contractor agrees to report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.
 - **C.** The Contractor agrees to include paragraph A and B above in each third party subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
- XV. TERMINATION FOR CONVENIENCE OF COUNTY (applicable to all contracts in excess of \$10,000)

See Paragraphs 10 and 11 of the Agreement.

XVI. TERMINATION FOR DEFAULT (applicable to all contracts in excess of \$10,000)

Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement. See Paragraphs 9 and 11 of the Agreement.

XVII. CHANGES.

See Paragraph 17 of the Agreement.

XVIII. LOBBYING (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).)

A. Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee

of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- **B.** Contractor agrees to the provisions of Attachment 2, Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of \$100,000).
- **C.** Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XIX. MBE / WBE REQUIREMENTS

The County intends to seek reimbursement of its costs incurred in connection with this project from FEMA. Accordingly, the CONTRACTOR shall make every effort to procure Minority and Women's Business Enterprises ("DBEs") through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract.

PRIME CONTRACTOR RESPONSIBILITIES

All recipients of this grant funding, as well as their prime contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

"GOOD FAITH" EFFORT PROCESS

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime contractor and any subcontractors to take the steps listed below to assure that MBE/WBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a CONTRACTOR fails to take the steps outlined below shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract.

- **A.** Place qualified small and minority businesses and women's business enterprises on solicitation lists:
- **B.** Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- **C.** Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- **D.** Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- **E.** Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- F. If subcontracts are to be let, Contractor shall take the affirmative steps listed in 2 CFR 200.321.

XX. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring

only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXI. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of the FEMA terms and conditions.

XXII. 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.

XXIII. DHS SEAL, LOGO, AND FLAGS.

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

Attachment D1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

- 1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Contractor Signature	Date

FEDERAL PROVISIONS FHWA

EXHIBIT 10-R: CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

ARTICLE I INTRODUCTION

See the terms of the Agreement.

ARTICLE II STATEMENT OF WORK

See the terms of the Agreement and Exhibit A.

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

A. In addition to those requirements set forth in Section 4 of the Agreement, CONSULTANT's Project Manager shall meet with COUNTY's Project Manager, as needed, to discuss progress on the contract.

ARTICLE IV PERFORMANCE PERIOD (Verbatim)

- A. This contract shall go into effect on the date first set forth set forth in Paragraph 1 of the Agreement, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on that date set forth in Paragraph 1 of the Agreement, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS (Verbatim)

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANTs Cost Proposal (Exhibit B). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.

- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY, and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Mallika Ramachandran, P.E. Napa County 1195 3rd St, Ste 101 Napa, Ca 94559

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this contract shall not exceed the amount set forth in Paragraph 3 of the main body of this Agreement. It is understood

and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.

Q. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VI TERMINATION (Verbatim)

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which the LOCAL AGENCY shall be liable if this contract is terminated is the amount calculated under Paragraphs 9 and 10 of the main body of this Agreement.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS (Verbatim)

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VIII RETENTION OF RECORDS/AUDIT (Verbatim)

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and it's certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and

copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE IX AUDIT REVIEW PROCEDURES (Verbatim)

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

ARTICLE X SUBCONTRACTING (Verbatim)

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI EQUIPMENT PURCHASE (Verbatim)

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property." Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE XII STATE PREVAILING WAGE RATES (Verbatim)

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

ARTICLE XIII CONFLICT OF INTEREST (Verbatim)

A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.

- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION (Verbatim)

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING (Verbatim)

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation Title 49 Code of Federal Regulations, Part 21 Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or

- official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XVIII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XIX CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is 11.5%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or

subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.

- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the, contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.

ARTICLE XXII DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Public Works Director or his/her designee, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XXIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXIV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL

- AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXXI RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be held by the Agency from progress payments due the prime consultant. Any retainage held by the prime consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

ATTACHMENT #3

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Review Ad

You ads will look like this. Please review it for any typos. If any changes need to be made, click "Go Back & Edit" at the bottom of the page to do so.

Outreach Coordinator	
Zandra Massari	

Project Estimator Sonja El-Wakil

Contact Information

1195 Third St Napa, CA 94559 Tel: (707) 253-4351 Fax: (707) 253-4627 Email: zandra.massari@countyofnapa.org

Napa Co Public Works

is seeking qualified MBEs, WBEs

Project Name
Napa Library Earthquake Repairs Project, PW 15-25
Bid/Contract #
PW 15-25
Awarding Agency
Napa County Public Works

Project Location
Napa, Napa County, CA

Bid Date & Time 02/29/2016 at 5:00 p.m.

Project Details

Napa County is re-bidding an earthquake project for structural and surface repairs to slabs, including epoxy repairs.

The Plans and Specifications as well as all the back up information is available on www.countyofnapa.org/Procurement with all the bonding and insurance requirements.

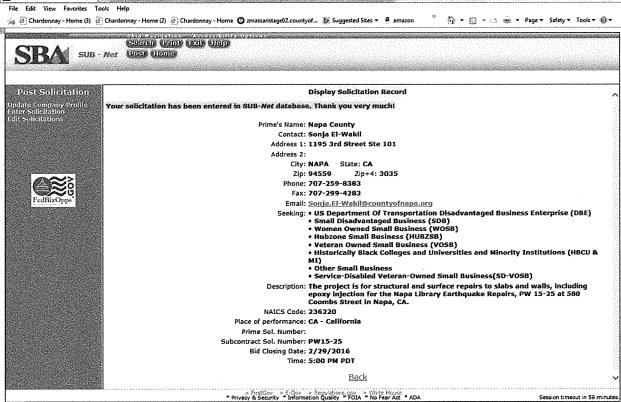
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₹100% -





Massari, Zandra

From:

no-reply@mbda.gov on behalf of asowah@mbda.gov

Sent:

Wednesday, February 10, 2016 3:19 PM

To:

Massari, Zandra

Subject:

[Broken Link or Missing Content] Posting opportunities link is missing

Thank you for contacting the Minority Business Development Agency (MBDA).

This auto-response is notification that your message has been received. MBDA will review your comment and respond to you shortly.

Paid Sick Leave

All employee who, on or other July 1, 2015, works in Castomia for 30 or more days within a year front the beginning of employment is enoting to past suck leave. * Paid sick leave appropriate for one hour per every 30 hours worked, gold of this employee's require wage rate. Account shall begin on the first day of employment or JULY 1, 2015, whichever is tally

* Advisors pool stack sease shall carry over to the following year of employment and may be capped at 48 hours or 6 days. However, subject to specified conditions, if an employer has a paid sick leave of paid time off policy (PTO) that provides no less than 24 hours or base days of paid time off, no accrual or carry OVEY to required if the full associat of leaver in received at the baginning of each year in accordance with the policy.

* An employee may use occurred point sick days beginning on the 90th day of employment.

. All employer shall provide poid such large upon the cest or written request of an employee for theirsonies or a family crember for the diagnosis, care or treatment of an deleting health condition or provintive care, or specified purposes for an employee who is a victim of dementic violence, setups assault, or stading. All salplayer may limit the use of pold sick days to 24 hours or force days in each year of employment.

Retailable or discrimination against air employee who requests past sick days or seen paid sick days or both is prohibited. An employee carrier a complaint with the Labor Commissioner against an employer who retailates or docriminates against the employee.

For additional enterination you may contact your employer or the local office of the Labor Commissioner. Locate the office by looking at the list of offices on our website. www.dic.ca.gow/dica/DistricsOffices.htm using the aphabetical listing of cities, locations, and communities. Staff is available in person and by telephone. GLDE Poid Sick Lissup Posting

California Law Prohibits Workplace

Discrimination and Harassment The California Department of Fair Employment and Housing (DFEH) enforces laws that protect you from illegal discrimination and herasument in employment based on your action or perceived: Amountry, Age (40 and above). Color, Disability (physical and mental, including HIV and AIDS). Genetic information, Gender, gender identity, or gender expression, Murital status. Medical condition (generic characteristics, cancer or a record or history of cancer). Military or veteran status, National origin (includes language

use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law). Bace, Religion (includes religious dress and growing practicest. Sex (includes prognancy, children, presidenting and/or related medical conditions) and Sexual orientation. The California Feir Employment and Housing Act (Government Code sections 12900) and its implementing regulations (California Code of Regulations, title 2,

. Require that all employers provide information to each of their employees on . Require employers to provide leaves of up to four months to employees disabled

parsonnel records, and employment referral records for a minimum of two years.

. Require employment agencies to serve all applicants equally, refuse

· Prohibit unions from discriminating in member admissions or dispatching

. Prohibit retaliation against a person who opposes, reports, or assists another

* Proteibit horassessot of employees, applicants, organic interns, volunteers, and complaints with the DFEH against on employer, employees, applicants, organic interns, volunteers, and

independent contractors by any persons and require omployers to take all reasonable. Shat fails to grant equal employment as required by law. queder haracoment, haracoment based on pregnancy, children, breastfeeding and/or pronotions, assignments, termination, or any term, condition, or privilege of employment. resided medical conditions, as well as horsesment based on all other characteristics. . Require employers, employment agencies, and unions to preserve applications.

the nature, stegatity, and legal remedies that apply to sexual torassment. Employers — because of pregnancy, childbirth, or a related medical condition. may either develop their own publications, which must meet standards set forth in . Require an employer to provide reasonable accommodations requested by Casifornia Government Code section 12950; or use a brochure from the DFEH. an employee, on the advice of her health care provider, related to her pregnancy. Require employers with 50 or more employees and all public entities to provide childbirth, or a related medical condition. sexual harassment and abusive conduct prevention training for all supervisors.

* Require employers of 50 or more persons to allow eligible employees to take Prohibit employers from limiting or prohibiting the use of any language in any
 up to 12 weeks leave in a 12-month period for the birth of a child, the placement of secriptions unless justified by business necessary. The employer must notify employee a child for adoption or foster care; for an employee's own serious health condition. of the language restriction and consequences for violation. Also proteins employers or to core for a parent, spouse, or child with a sensus health condition. The law also requires employers to post a notice informing employees of their family and medical

from discriminating against an applicant or employee because he or she possesses is differing license resent to a person who is unable to prove his or her presence in leave rights. The United States is authorized under federal law Require employers to reasonably accommodate an employee, unpaid intern, or discriminatory job orders, and prohibit employers and employment agencies from job upplicant's religious beliefs and practices, including the wearing or carrying of making discriminatory pre-biring inquiries or publishing help-wanted advertisements

State of California. Department of Fair Employment & Housing

FOR YOU TO BE USED AS A BASIS FOR:

religious clothing, jewelry or artifacts, and tair styles, facini hair, or body hair, which that express a discriminatory hiring preference. are part of an argividual's observance of his of her religious beliefs. Require employers to reasonably accommodate employees or job applicants with a disability to enable them to perform the essential functions of a job. Permit job applicants, unpaid interns, volunteers, and employees to file person to oppose untewful discrimination.

The law provides for remedies for individuals who experience prohibited discrimination or harassment in the workplace. These remedies include hiring, front pay, back pay, promotion, reinstatement, cease-and-desist orders, expert witness fees, reasonable attorney's fees and costs, punitive damages, and emotional distress damager ab applicants, unpoid interns, and employees: If you believe you have experienced discrimination or harassment you may file a complaint with the DFEH. dependent contractors and volunteers: If you believe you have been harassed, you may file a complaint with the DFEH.

Complaints must be filed within one year of the test act of discrimination/harassment or, for victims who are under the age of 18, not later than one year after the victim's For more information contact (800) 884-1684: TTY (800) 700-2320, videophone for the hearing impaired (916) 226-5285; e-mail contact.center@dfeh.ca.gov; or www.

Government Code Section 12950 and California Code of Regulations, title 2, section 11013 require all employers to post this document. It must be conspicuously posted in hiring offices, on employee buildin boards, in employment agency weiting rooms, union halls, and other places employees gather. In accordance with the California Government Code and ADA requirements, this publication can be made available in Braille, large print, computer disk, or voice recording as a disability-related accommodation for an individual with a disability. To discuss how to receive a copy in an alternative format, please contact the DFEH at the telephone numbers or e-mail ackness above

Notice to Employees: THIS EMPLOYER IS REGISTERED UNDER THE CALIFORNIA UNEMPLOYMENT INSURANCE CODE AND IS REPORTING WAGE CREDITS THAT ARE BEING ACCUMULATED

Ul Unemployment Insurance (funded entirely by employers' taxes) When you are unemployed or working less than full-time and are ready, willing, and able to work, you may be eligible to receive Unemployment Insurance (UI) benefits. There

Internet - File online with aApply4UI - the fast, easy way to file a UI claim! Access eApply4UI at https://eapply4ui.edd.ca.gov/. Telephone - File by contacting a customer service representative at one of the toll-free numbers listed below: English 1-800-308-5616 Spanish 1-800-326-8937 Cantonese 1-800-547-3506 Vietnamese 1-800-547-2058 Mandarin 1-866-303-0706 TTY (non voice) 1-800-815-9387

Mail or Fax — File by mailing or faxing UI Application, DE 11011, by accessing the paper application online at www.edd.ca.gov/unemployment. The paper application, can be filled out online and printed, or printed and completed by hand. Then the application can be mailed or faxed to an EDD office for processing Note: File promptly if you detay in filing, you may lose benefits to which you would otherwise be entitled. DI Disability Insurance funded entirely by employees' contributions

When you are unable to work or reduce your work hours because of sickness, injury, or pregnancy, you may be eligible to receive Disability Insurance (DI) benefits. Your employer must provide a copy of Disability Insurance Provisions, DE 2515, to each newly hired employee and to each employee leaving work due to pregnancy or due to sickness or injury that is not job related.

. Online, create an account at www.edd.ca.gov/disability. This is the easiest and fastest way to file a new claim and obtain claim status information. . By mail, obtain the data capturing Claim for Disability insurance Benefits (Optical Character Recognition), DE 2501, from your employer, physician/practicioner hospital, by calling us at 1-800-480-3287, or online at www.edd.ca.gov/forms. Note: If your employer maintains an approved Voluntary Plan for Di coverage, contact your employer for assistance.

FOR MORE INFORMATION ABOUT DL PLEASE VISIT www.edd.ca.gov/disability OR CONTACT DI CUSTOMER SERVICE BY PHONE AT 1-800-480-3287.

STATE GOVERNMENT EMPLOYEES SHOULD CALL 1 866-352 7675. TTY (FOR DEAF OR HEARING-IMPAIRED INDIVIDUALS ONLY) IS AVAILABLE AT 1-800-563-2441 PFL Paid Family Leave (funded entirely by employees: contributions)

When you stop working or reduce your work hours to care for a family member who is seriously iff or to bond with a new child, you may be eligible to receive Paid Family Leave Your employer must provide a copy of Paid Family Leave Program Strochure. DE 2511, to each newly bired employee and to each employee leaving work to care for a seriously To like a claim:

. Online, create an account at www.edd.ca.gov/disability. This is the earliest and fastest way to file a new claim. . By mail. obtain the data capturing Claim for Paid Family Leave Benefits (Optical Character Recognition). DE 2501F, from your employer, physician/practitioner, hospital. by calling us at 1-877-238-4373, or online at www.edd.ca.gov/forms. Note: If your employer maintains an approved Voluntary Plan for PFL coverage, contact your employer for assistance. FOR MORE INFORMATION ABOUT PFL. PLEASE VISIT www.edd.ca.pox/disability OR.

CONTACT CUSTOMER SERVICE BY PHONE AT 1-877-238-4373. STATE GOVERNMENT EMPLOYEES SHOULD CALL 1-877-945-4747. TTY (FOR DEAF OR HEARING-IMPAIRED INDIVIDUALS ONLY) IS AVAILABLE AT 1-800-445-1312

NOTE: Some employees may be exampt from coverage by the above insurance programs. It is illegal to make a false statement or to withhold facts to claim benefits. For additional general information, visit the EDD website at www.edd.ca.gov. DE 1857A Rev. 42 (11-13)











Your Rights Under USERRA THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT

USERRA protects the job rights of individuals who voluntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services. REEMPLOYMENT RIGHTS LISERRA rights, including testifying or missing a statement in connection with a

You have the right to be reemployed in your crystan job if you leave that job to perform proceeding under USERRA, even if that person has no service connection. . you ensure that your employer receives advance written or vertus notice of your service. . If you leave your job to perform military pervice, you have the right to elect to continue you have five years or less of cumulative service in the uniformed services while with

your existing employer-based health plan coverage for you and your dependents for that particular employer: · you return to work or apply for reemployment in a timely manner after conclusion of Even if you don't elect to continue coverage during your military service, you have service; and . you have not been separated from service with a disqualitying discharge or under

If you are eligible to be reemployed, you must be restored to the job and benefits you would have attained if you had not been absent due to military service or, in some cases, a comparable job. RIGHT TO BE FREE FROM DISCRIMINATION AND RETALIATION

. are a past or present member of the uniformed service.

· have applied for membership in the uniformed service; or · are obligated to serve in the uniformed service:

initial employment; * reemployment; * retaction in employment.

. promotion; or ... any benefit of employment because of this status. in addition, an employer may not retaliate against anyone assisting in the enforcemental

the right to be reinstated in your employer's health plan when you are reemployed. generally without any waiting periods or exclusions in g. pre-existing condition. exclusions) except for service-connected lithesses or injuries.

HEALTH INSURANCE PROTECTION

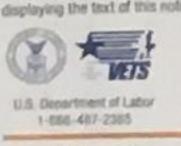
up to 24 months while in the military.

. The U.S. Department of Labor, Veterana Employment and Training Service (VETS) as authorized to investigate and resolve complaints of USERRA volations. For assistance in filing a complaint, or for any other information on USERIA, contact.

VETS at 1-866-4-USA-DOL or visit its website at http://www.sol.gov/vets. An interactive online USERRA Advisor can be viewed at http://www.dol.gov/elaws/ If you file a complaint with VETS and VETS is unable to resolve it, you may request that. your case be referred to the Department of Justice or the Office of Special Counsel. as applicable, for representation

You may also bypass the VETS process and bring a civil action against an employer

The rights listed here may very depending on the circumstances. The text of this notice was prepared by VETS, and may be viewed on the internet at this address: http://www. dol.gov/vets/programs/userra/poster.htm. Federal law requires employers to notify employees of their rights under USERRA, and employers may meet this requirement by displaying the text of this notice where they customarily place notices for employees.









Notice to Employees-Injuries Caused By Work injuries and illnesses. An injury or illness can be caused by one event (such as hurting your back in a fall) or by repeated exposures (such as hurting your wrist from doing the mume motion over and over).

Banefits. Workers' compensation benefits include: Medical Care: Doctor visits: hospital services, physical therapy, lab lests, x-rays, medicines, medical equipment and travel costs that are reasonably necessary to treat your coury. You should nover see a bill. There are limits on chirappoints, physical therapy and occupational therapy wiets. . Temporary Disability (TD) Benefits: Payments if you lose wages within the years from

. Permanent Disability (PD) Benefits: Payments if you do not recover completely and your injury causes a permanent loss of physical or mental function that a doctor can . Supplemental Job Displacement Benefit: A nontransferable voucher, if you are injured on or after 1/1/2004, your injury causes permanent quability, and your employer notes not other you requise, modified, or alternative work. . Death Benefits: Paid to dependents if you die from a work-related injury or tiness.

Naming Your Own Physician Before Injury or Illness (Predesignation). You may be able to choose the doctor who will treat you for a job injury or illness. If eligible, you must tell your employer, in writing, the name and address of your personal physician or medical group before you are injured. You must obtain their agreement to treat you for your work injury. For instructions, see the written information about workers: compensation that your employer is required to give to new employees.

Get Medical Care, if you need emergency care, call 911 for help immediately from the hospital, ambulance, fire department or police department, if you need first sid, contact Report Your Injury, Report the injury ammediately to your supervisor or to an employer representative. Don't delay. There are time limits. If you wait too long, you may lose your right to benefits. Your employer is required to provide you with a claim form within one working day after learning about your injury. Within one working day after you

tile a claim torm, your employer or claims administrator must authorize the provision of all treatment, up to ten thousand dollars, consistent with the applicable frestment guidelines. for your alleged injury until the claim is accepted or rejected See Your Primary Treating Physician (PTP). This is the doctor with overall responsibility for treating your mury or illness.

 If you predesignated your personal physicise or medical group, you may see your personal physicise or the medical group after you are injured. * If your amployer is using a medical provider network (MPN) or a health core organization (HCO), in most cases you will be treated within the MPN or HCO unless you predesignated a personal physician or medical group. An MPN is a group of physicians and health care providers who provide treatment to workers injured on the job. You should receive information from your employer if you are covered by an HCG or a MPN. Contact your employer for more information. If your employer is not using an MPN or HCO, in most cases the claims administrator can choose the doctor who first treets you when you are injured, unless you predesignated

Medical Provider Networks. Your employer may be using as MPII, which is a group of health care providers designated to provide treatment to workers injured on the job. If you have predesignated a personal physician or medical group prior to your work injury, then you may go there to receive treatment from your predesignated doctor. If you are leading with a non-MPN doctor for an existing visity, you may be required to change to a doctor within the MPN. For more information, see the MPN contact information (707) 258-4910

MPN Effective Date if you need help locating as MPN physician, call your MPN access assistant at of your boove quaretrons about the MPN or wont to file a complaint against the MPN cast the MPN Contact Person at:

Discrimination, if is itingal for your employer to pursuit or fire you for having a work many or itiness, for tiling a claim, or testifying in proofer parson's workers' compensation. case if proved, you may receive test wages, you relevalatement, increased benefits, and costs and expenses up to limits set by the state Questions? Learn more about workers' compensation by reading the information that your employer is required to gree you at time of hirs, if you have questions, see your employer or the claims apmendicator twito bundles workers' compensation claims for your employer; COMMO ADMINISTRATOR YOCK PLOK SERVICES, IN PROPER 916-783-0100 You can also get tree information from a tituse Division of Workers' Compensation Information (DWC) & Assistance Officer. This rearest information & Assistance Officer can be

completestion active: everychec.ca.gov and access a useful position "Workers" Compensation in California: A Guidetionic for Injuried Workers." False claims and false deplate. Any person who makes or causes to be imple any knowingly false or fraudulent material elaborant or material representation for the purpose. of obtaining or decrying workers' compensation benefits or payments in quility of a fellowy and may be fined and imprisoned. Your employer may set be table for the payment of workers' compensation benefits for any injury that arrans from your voluntary participation as any att-duty, recreational, social, or athletic activity that is not part of your work related duties.

STATE OF CALIFORNIA - DEPARTMENT OF INDUSTRIAL RELATIONS Division of Workers' Compensation DWC 7 (1/1/2016)

Time Off to Vote

Police and open from 7:00 a.m. to 8:00 p.m. seem Electron Day. If you are obtended to be all work drawing that fone and you do not have sufficient time outside of working bours. to write at a photowork election. Coldonia law allows you to lake up to two hours off to vote, without losing dry pay you may take an exact tree line line line line line and the later and the later time will be paid. Your time off for volling can be only at the impressing or and of your coquies work. you may have an account from time toy suring and the least time off from your regular working shift, unless you make propher broadgement with your employer at shore accreting days before the atention you there you will need been off to acte, you must pullfy your employer of least two weaking days prior to the election. California Elections Code Section 14000 Secretary of State, 1900 11th Street, 5th Floor Socramento, CA 95914 (800) 345-VOTE (8683) www.nos.ca.gov



or contact: CalChamber 1215 K St., Sacramento, CA 95814 catchamber.com/store © Copyright 2017, California Chamber of Congression. All rights reserved.

To reorder, call 1-600-331-8877

Emergency

I monthly, on the POSTING IS REQUIRED BY TITLE & SECTION 1512 III. CALIFORNIA CODE OF REGULATIONS Efate of California, Separtment of Industrial Relations Cel/OSHA Publications, P.C. Box 420003, San Francisco, CA 94142-0603 5-500 March 1990

shall be as follows: Thiry is in accordance with Sections 204, 204s, 204b, 205 and 205.5 of the California Labor Code. DLSE 8 (Nev. DS-02)

Whistleblowers Are Protected

It is the public policy of the State of California to encourage employees to notify an appropriate government or law enforcement agency, person with authority over the employee, or another employee with authority to investigate, discover, or correct the violation or noncompliance, and to provide information to and testify before a public body conducting an investigation, hearing or inquiry, when they have reason to believe their employer is violating a state or federal statute, or violating or not complying with a local, state or federal rule or regulation.

Who is protected?

AMBULANCE

PHYSICIAN

Pursuant to California Labor Code Section 1102.5, employees are the protected class of individuals. "Employee" means any person employed by an employer, private or public, including, but not limited to, individuals employed by the state or any subdivision thereof, any county, city, city and county, including any charter city or county, and any school district, community college district, municipal or public corporation, political subdivision, or the University of California. [California Labor Code Section 1106]

What is a whistleblower?

A "whistleblower" is an employee who discloses information to a government or law enforcement agency, person with authority over the employee, or to another employee with authority to investigate, discover, or correct the violation or noncompliance, or who provides information to or testifies before a public body conducting an investigation, hearing or inquiry, where the employee has reasonable cause to believe that the information discloses:

A violation of a state or federal statute.

2. A violation or noncompliance with a local, state or federal rule or regulation, or

3. With reference to employee safety or health, unsafe working conditions or work practices in the employee's employment or place of employment A whistleblower can also be an employee who refuses to participate in an activity that would result in a violation of a state or federal statute, or a violation of or noncompliance with a local, state or federal rule or regulation.

What protections are afforded to whistleblowers?

1. An employer may not make, adopt, or enforce any rule, regulation, or policy preventing an employee from being a whistleblower

An employer may not retaliate against an employee who is a whistleblower.

3. An employer may not retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation or noncompliance with a state or federal rule or regulation. 4. An employer may not retaliate against an employee for having exercised his or her rights as a whistleblower in any former employment.

5. An employer may not retaliate against an employee because the employee is a family member of a person who has engaged in protected whistleblowing Under California Labor Code Section 1102.5, if an employer retaliates against a whistleblower, the employer may be required to reinstate the employee's

employment and work benefits, pay lost wages, and take other steps necessary to comply with the law. How to report improper acts

If you have information regarding possible violations of state or federal statutes, rules, or regulations, or violations of fiduciary responsibility by a corporation or limited liability company to its shareholders, investors, or employees, call the California State Attorney General's Whistleblower Hotline at 1-800-952-5225. The Attorney General will refer your call to the appropriate government authority for review and possible investigation.

Equal Employment Opportunity is THE LAW

Private Employers, State and Local Governments, and requests for or receipt of genetic services by applicants, of discharge or release from active duty), other protected veterans Educational Institutions, Employment Agencies and employees, or their family members. Labor Organizations

All of these Federal laws prohibit covered entities from retaliating Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases: Race, Color, Religion, Sex, National Origin Title VII of the Civil Rights Act of 1964, as amended, protects

applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, impose undue hardship. Disability

Title I and Title V of the Americans with Disabilities Act of 1990. as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of Employers Holding Federal Contracts or employment. Disability discrimination includes not making reasonable Subcontracts accommodation to the known physical or mental limitations of an Applicants to and employees of companies with a Federal Race, Color, National Origin, Sex otherwise qualified individual with a disability who is an applicant or government contract or subcontract are protected under Federal In addition to the protection of Title VII of the Civil Rights Act of

applicants and employees 40 years of age or older from discrimination basis of race, color, religion, sex or national origin, and requires affirmative based on age in hiring, promotion, discharge, pay, fringe benefits, job action to ensure equality of opportunity in all aspects of employment. training, classification, referral, and other aspects of employment. Sex (Wages)

skill, effort, and responsibility, under similar working conditions, in the known physical or mental limitations of an otherwise qualified the same establishment. Title II of the Genetic Information Nondiscrimination Act of 2008 take affirmative action to employ and advance in employment protects applicants and employees from discrimination based on qualified individuals with disabilities at all levels of employment. genetic information in hiring, promotion, discharge, pay, fringe including the executive level benefits, job training, classification, referral, and other aspects of Disabled, Recently Separated, Other Protected, and Armed employment. GINA also restricts employers' acquisition of genetic
Forces Service Medal Veterans

in a discrimination proceeding, or otherwise opposes an unlawful What To do If You Believe Discrimination Has Occurred There are strict time limits for filing charges of employment

against a person who files a charge of discrimination, participates

discrimination. To preserve the ability of EEOC to act on your behalf and opposes discrimination under these Federal laws. to, you should contact EEOC promptly when discrimination is suspected: nondiscrimination or affirmative action obligations under the religion, sex (including pregnancy), or national origin. Religious The U.S. Equal Employment Opportunity Commission (EEOC), 1-800. authorities above should contact immediately

individuals With Disabilities

law from discrimination on the following bases: Race, Color, Religion, Sex, National Origin The Age Discrimination in Employment Act of 1967, as amended, protects
Executive Order 11246, as amended, prohibits job discrimination on the

Rights Act, as amended, the Equal Pay Act of 1963, as amended, in hiring, promotion, discharge, pay, fringe benefits, job training. activities which receive Federal financial assistance. prohibits sex discrimination in the payment of wages to women and classification, referral, and other aspects of employment. Disability men performing substantially equal work, in jobs that require equal discrimination includes not making reasonable accommodation to individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors

information and strictly limits disclosure of genetic information. The Vietnam Era Veterans' Readjustment Assistance Act of 1974, Genetic information includes information about genetic tests of as amended, 38 U.S.C. 4212, prohibits job discrimination and applicants, employees, or their family members; the manifestation requires affirmative action to employ and advance in employment of diseases or disorders in family members (family medical history). disabled veterans, recently separated veterans (within three years

(veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty. participated in a U.S. military operation for which an Armed Forces service medal was awarded).

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise to protect your right to file a private lawsuit, should you ultimately need. Any person who believes a contractor has violated its

discrimination includes failing to reasonably accommodate an 669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for The Office of Federal Contract Compliance Programs (OFCCP), U.S. employee's religious practices where the accommodation does not individuals with hearing impairments). EEOC field office information is Department of Labor, 200 Constitution Avenue, N.W., Washington, available at www.seoc.gov or in most telephone directories in the U.S. D.C. 20210, 1-800-397-6251 (Ioli-free) or (202) 693-1337 (TTY). Government or Federal Government section. Additional information OFCCP may also be contacted by e-mail at OFCCP-Public@dot. about EEOC, including information about charge filing, is available at gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial

1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Section 503 of the Rehabilitation Act of 1973, as amended, protects Title IX of the Education Amendments of 1972 prohibits employment In addition to sex discrimination prohibited by Title VII of the Civil qualified individuals from discrimination on the basis of disability discrimination on the basis of sex in educational programs or

Individuals With Disabilities Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such EEOC-P/E-1 (Revised 11/09)

Safety and Health Protection on the Job State of California, Department of Industrial Relations

conducted pursuant to Cal/OSHA regulations.

Division of Occupational Safety and Health.

sure your company is obeying job safety and health laws.

California law provides job safety and health protection for workers under the Cal/OSHA program. This poster explains the basic requirements and procedures for compliance with the state's job safety and health laws and regulations. The law requires that this poster be displayed. (Failure to do so could result in a penalty of up to \$7,000.) WHAT AN EMPLOYER MUST DO: 5194), must provide employees with information on the contents on Safety Data Sheets (SDS), or All employers must provide work and workplaces that are safe and healthful. In other words, as an equivalent information about the substance that trains employees to use the substance safely. employer, you must follow state laws governing job safety and health. Failure to do so can result in a

threat to the life or health of workers, and substantial monetary penalties. hazardous substance in the workpiace upon request of an employee, an employee collective bargaining You must display this poster so everyone on the job can be aware of basic rights and responsibilities. representative, or an employee's physician, You must have a written and effective injury and liness prevention program for your employees to follow. Employees have the right to see and copy their medical records and records of exposure to potentially You must be aware of hazards your employees face on the job and keep retoric materials or harmful physical agents.

cords showing that each employee has been trained in the hazards unique to each job assignment. You must correct any hazardous condition that you know may result in serious injury to employees Faiture to do so could result in criminal charges, monetary penalties, and even incarceration. You must notify the nearest Cal/OSHA office of any serious injury or lineau, or fatality occurring on the job. Be sure to do this immediately after calling for emergency help to assist the injured employee. Failure to report a serious injury or illness, or fatality within 8 hours can result in a minimum civil. WHEN CAL/OSHA COMES TO THE WORKPLACE.

penalty of \$5,000. WHAT AN EMPLOYER MUST NEVER DO: Never permit an employee to do work that violates Cal/OSHA law. Never permit an employee to be exposed to harmful substances without providing adequate protection.

Never allow an untrained employee to perform hazardous work. EMPLOYEES HAVE CERTAIN RIGHT IN WORKPLACE SAFETY & REALTH As an employee, you for someone acting for you) have the right to file a complaint and request an inspection of your workplace if conditions there are unsafe or unhealthful. This is done by contacting the local district office of the Division of Occupational Safety and Health (see list of offices). Your name is not revisated by Cal/OSHA, unless you request otherwise.

You also have the right to bring unsafe or un healthful conditions to the attention of the Cat/OSHA Investigator making an inspection of your workplace. Upon request, Cal/OSHA will withhold the names VIOLATIONS, CITATIONS & PENALTIES: of employees who submit or make statements during an inspection or investigation. Any employee has the right to refuse to perform work that would violate a Cal/OSHA or any occupational safety or health standards or order where such violation would create a real and apparent hazard to

the employee or other employees. You may not be fired or punished in any way for filing a complaint about unsafe or unhealthful working conditions, or using any other right given to you by Cal/OSHA law. If you feel that you have been fired or punished for exercising your rights, you may file a complaint about this type of discrimination by contacting the nearest office of the Department of Industrial Relations, Division of Labor Standards Enforcement (State Labor Commissioner) or the San Francisco office of the U.S. Department of Labor.

Occupational Safety and Health Administration. (Employees of state or local government agencies may only file these complaints with the State Labor Commissioner.) Consult your local telephone directory. EMPLOYEES ALSO HAVE RESPONSIBILITIES:

White working, you must always obey state job safety and health laws.

HELP IS AVAILABLE

DISTRICT OFFICES

Van Noys

SPECIAL RULES APPLY IN WORK AROUND HAZARDOUS SUBSTANCES:

the violation must be abated. A notice, which carries no monetary penalty, may be issued in lieu of a itation for certain non-serious violations. Citations carry penalties of up to \$7,000 for each regulatory or general violation and up to \$25,000 for each serious violation. Additional penalties of up to \$7,000 per day for regulatory or general violations. and up to \$15,000 per day for serious violations may be proposed for each failure to correct a violation. by the abatement date shown on the citation. A penuity of not less than \$5,000 nor more than \$70,000 may be assessed an employer who willfully violates any occupational safety and health standard or order. The maximum civil penalty that can be assessed for each repeat violation is \$70,000. A willful violation that causes death or permanent impairment of the body of any employee results, upon conviction, a

Cal/OSHA also goes to the workplace to investigate a serious injury or fatality.

of employees about safety and health conditions at the workplace.

fine of not more than \$250,000, or imprisonment up to three years, or both and if the employer is a corporation or limited liability company the fine may not exceed \$1.5 million. To keep the workplace and your coworkers safe, you should tell your employer about any trazerd that Occupational Safety and Health Appeals Board. The law provides that employers may appeal citations within 15 working days of receipt to the An employer who receives a citation, Order to Take Special Action, or Special Order must post it prominently at or near the place of the violation for three working days, or until the unsafe condition is corrected, whichever is longer, to warn employees of danger that may exist there. Any employee Employers who use any substance listed as a hazardous substance in Section 339 of Title 8 of the may protest the time allowed for correction of the violation to the Division of Occupational Safety and Colifornia Code of Reculations, or subject to the Hazard Communications (Code of Reculations).

Employers must allow access by employees or their representatives to accurate records of employee exposures to potentially texte materials or harmful physical agents, and notify employees of any

exposures in concentration or levels exceeding the exposure limits allowed by Cai/OSHA standards.

Any employee has the right to observe monitoring or measuring of employee exposure to hazards

A trained Cal/USHA safety engineer or industrial hygienist may periodically visit the workplace to make

An inspliction will also be conducted when a legitimate complaint is filed by an employee with the

When an inspection begins, the Cal/DSHA investigator will show official identification from the Division.

The employer, or someone the employer chooses, will be given an opportunity to accompany the

greestigator during the inspection. A representative of the employees will be given the same opportunity.

Where there is no authorized employee representative, the investigator will talk to a reasonable number

California Code of Regulations, or subject to the Hazard Communications Standard (T8 CCR Section Health or the Occupational Safety and Health Appeals Board. To learn more about job safety rules, you may contact the Cal/OSHA Consultation Service for tree information, required forms and publications. You can also contact a local district office of the Division of Documentonia Safety and Health. If you prefer, you may retain a competent private received forms and publications, required forms and publications. You can also contact a local district office of the Division of Documentonia Safety and Health. If you prefer, you may retain a competent private received forms and publications and publications in obtaining information. Occupational Safety and Health. If you prefer, you may retain a competent private consultant, or ask your workers' compensation insurance carrier for guidance in obtaining information.

Call the FREE Worker Information Hotline - 1-866-924-9757 OFFICES OF THE DIVISION OF OCCUPATIONAL SAFETY AND HEALTH HEADQUARTERS: 1515 Clay Street, Ste. 1901, Oakland, CA 94612 — Telephone (510) 286-7000 3419 Broadway St. Ste. Htt, American Canyon 94503 (707) 649-3700 San Francisco 455 Golden Gata Ave. Rm. 9516, San Francisco 94105 (415) 557-0300

Foster City Freemont Freemont Long Beach	39141 Civic Center Dr. Suite 310, Fremont 94538 2550 Maripusa St. Room 4000, Fresno 93721 3930 Americ Ave., Str. 212 Local Reset. 6550	(661) 588-6400 (650) 573-3812 (510) 784-2521 (550) 445-5300	Santa Anti Monrovia	2424 Arden Way, Suite 300, Sacramento 95825 2000 E. McFadden Ave. Ste. 119, Santa Ana 92706 800 Royal Osks Dr., Suite 105, Monrovia 91016	(916) 263-2803 (714) 558-4300 (826) 471-6122	
Los Angeles Modreto Monrovia Quicand Reciding Sacramento San Bernardino San Diego San Francisco Ganta Ana Van Nova	320 West Fourth St. Room 670, Los Angeles 90013 4206 Technology Dr. Suite 3, Modesto 95356 800 Royal Dek Dr., Suite 105, Monrovia 91016 1515 Clay St. Suite 1303, Oakland 94612 351 Hemsted Dr., Redding 96002 2424 Anten Way, Suite 165, Sacramento 95825 464 West Fourth St. Suite 332, San Bernardino 92401 7575 Metropolitan Dr. Suite 207, San Diego 92108 455 Golden Gate Ave. Ros. 9618, San Francisco 94105	(562) 506-0810 (213) 576-7451 (209) 545-7310 (626) 471-9122 (510) 622-2918 (530) 224-4743 (916) 263-2800 (909) 383-4321 (619) 767-2280	AREA & FIELD OFFICES Freemo-Central Valley Oakland/Bay Area Sacramento/ Northern Cuttornia San Bernardero San Omgo-Imperial Co. San Fernando Valley La Palms/Los Angeles/ Drance County	1515 Clay St. Suite 1103, Oakland, 94612 2424 Arden Way Suite 410, Sacramento 95825 464 West Fourth St. Suite 339, San Berrundino 92401 7575 Metropolitan Dr. Suite 204, San Diego 92108 6150 Van Noya Blvd. Soite 307, Van Noya 91401	(550) 454-1295 (510) 622-2891 (916) 263-8704 (909) 383-4567 (619) 767-2060 (618) 901-6754 (714) 562-5525	

Enforcement of California job suferly and health standards as corned stall by the Division of Diccopations Salety and Enforce the California Department of Industrial Relations, which and printery responsibility for administrating Salety and Relative an Enforcement of California job service and production and production and production of the Occapations Safety and Health Post may do so by contacting the San Francisco Segund Description Standards Source Management Standards Source (Street, and Health Post may do so by contacting the San Francisco Segund Description Standards Source (Street, and Health Post may do so by contacting the San Francisco Segund Description Standards Source (Street, and Health Post may do so by contacting the San Francisco Segund Description Standards Source (Street, and Health Post may do so by contacting the San Francisco Segund Description Standards Source (Street, and Health Post may do so by contacting the San Francisco Segund Description (Street, and Health Administration (Street, and Health Post may do so by contacting the San Francisco Segund Description (Street, and Health Administration (Street, and Health Post may do so by contacting the San Francisco Segund Description (Street, and Health Administration (Street, and Health Post may do so by contacting the San Francisco Segund Description (Street, and Health Administration (Street, and Health Post may do so by contacting the San Francisco Segund Description (Street, and Health Administration (Street, and Health Post may do so by contacting the San Francisco Segund Description (Street, and Health Administration (Street, and Health Post Mealth Post Meal

The Cal-DSHA program. Sufety and Health Post may do so by contenting the San Francisco Regional Despite Standards Sound. Amount of Labor (Tet. 415 st75-4210); Disparament of Labor (Tet. 415 st75-42

(818) 901-5403

Your rights as an employee are protected by federal and state laws and regulations. To help make you aware of your rights, your employer is displaying these notices it was an employee are protected by federal and state laws and regulations if you have any questions or need to clarify something you read here, please contact your immediate supervisor or the personny department.

ELLERISIAE PARTE

January 1, 2017

January 1, 2018

3. MEALS AND LODGING CREDITS - TABLE

The provisions of this Dieter shad not apply to culture assurprisons and individuals who are the purent, aproved or utilizing of the employer previously confessed in the Driest and the

To employers and representatives of persons working in industries and occupations in the State of California:

Employers with 26 or More Employees'

\$10.50

Employees treated as employed by a angle quanted bypaylor pursuant to Reviewe and Taxason Code section 27426 are treated as employees of fast single taxperper.

Employers with 25 or Fewer Employees

\$10.00

\$10.50

INC's indexity and occupation orders. Exceptions and modifications provided by attention in Sinches 1. Appropriately and in other decisions of the FMC's probably and conspictor provided by attention of the factor of the FMC's probably and conspictor provided by attention of the factor of the fac may be used where any sock provisors are enforceable and applicable to the employer. Every employer small play for each employee angest not less than those stated in the above table on such efficient date.

When credit for create or fulfilling is used to must part of the employer's minimum waspropriation, the employer's minimum waspropriation, the employer's minimum waspropriation to a voluntary emitter agreement may not see about For an employes who employs: Room occupied Appropriate - but thirds (2/3) of the orderary neets soom, and in no event more tion.

Mouls or knowing many not be credited appared the received a votantary victim agreement between the employee. When credit for means or longing is used to meet part of the employer's transmuse wage obligation, the amounts so credited may not be more than the accounts stated to the table advan-If the application of any processor of this Grear, or any section, subsection, subsection, sections, places, places, process of this Great should be held invalid. uncorrectionally proutflorized, or prohibited by statute, the remaining provisions thereof shall not be affected thereby, but shall continue to be given stall torox and effect as if the part are head invested or

This Order attends the minimum wage and masis and looping credits in Mili-2014, as well as in the NVC's industry and obscapation orders. (See Orders 1-15, Seco. 4 and 10; and Eleber 16. Secs. 4 and 9.) This Order makes no other changes to the MC's industry and occupation orders. These Amendments to the Wage Orders shall be in effect as of January 1, 2017.

Questions about enforcement thous be directed to the Labor Commissioner's Office. For the adorsos and telephone number of the office itemest you, information can be found on that inhorost at http: "lawwe dir ca goe OLSE/dise hint or grader a search for "Catifornia Labor Commissioner's Office" on the internet or any other directory. The Labor Commissioner Rain offices in the following cities: Bekersfield, El Centro, Fresno, Long Beach, Los Angeles, Dakland, Rendered, Sacramento, San Bennandro, San Diago, Son Francisco, San Jobil, Sente Ana, Santa Bartieris, Santa Rosa, Stockton, and Van Novis.

> Employee Rights Under the Fair Labor Standards Act Federal Minimum Wage

The Law Requires Employers To Display This Poster Where Employees And Job Applicants Can Readily See It.

Overtime Pay At least 11/, times your regular rate of pay for all hours worked over 40 in a workweek. An employee must be at least 16 years old to work in most non-farm jobs and at least 16 to work in non-farm jobs declared huzardous by the Secretary of Labor. Youths 14 and 15 years old may work outside actual hours in various non-manufacturing, non-hazardous jobs with certain work hours restrictions. Different rules apply in agricultural employment.

Employers of "tipped employees" who meet certain conditions may claim a partial wage credit based on tips received by their employees. Employees must pay tipped employees a cash: wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee's tips combined with the employee's cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference. Nursing Mothers

The FLSA requires employers to provide reasonable break time for a nursing mother employee who is subject to the FLSA's overtime requirements in order for the employee to exprese breast milk for her nursing child for one year after the child's birth each time such express breast milk. Employers are also required to provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by the employee to express breast milk-Enforcement The Department has authority to recover back wages and an equal amount in liquidated damages in instances of minimum wage, overtime, and other violations. The Department may

litigate and/or recommend criminal protecution. Employers may be assessed civil money penalties for each willful or repeated violation of the minimum wage or overtime pay province of the law. Civil money penalties may also be assessed for violations of the FLSA's child labor provisions. Heightened civil money penalties may be assessed for violations of the FLSA's child labor provisions. that results in the death or serious injury of any minor employee, and such assessments may be doubled when the violations are described or repeated. The law also problem retalisting against or discharging workers who file a complaint or participate in any proceeding under the FLSA. Additional Information Certain occupations and establishments are exempt from the minimum wage, and/or overtime pay provisions.

Special provisions apply to workers in American Samos, the Commonwealth of the Northern Mariana Islands, and the Commonwealth of Puerto Rico.

 Some employers incorrectly classify workers as "independent contractors" when they are actually employees under the FLSA. It is important to know the difference between the two because employees justiess exempt) are entitled to the FLSA's minimum wage and overtime pay protections and correctly classified independent contractors are not. Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department. of Labor. For additional information Wage and Hour Division

United States Department of Labor

Pregnancy Disability Leave

25POL - 5 or More Employees Your Rights and Obligations as a Pregnant Employee

EMPLOYEES: Only notices with a check mark in the box apply to this workplace.

TTV: 1-877-889-5627

www.dol.gov/whd

Some state laws provide greater employee protections; employers must comply with both.

If you are pregnant, have a related medical condition, or are recovering from childbirth, PLEASE READ THIS NOTICE. California law protects employees against discrimination or harassment because of an employee's pregnancy, childbirth or any related medical condition ireferred to below as "because."

of programcy"). California law also prohibits employees from denying or interfering with an employee's programcy-related employment rights. · reasonably accommodate your medical needs related to pregnancy, childbirth or related conditions teach as temporarily modifying your work duties, providing you with a stool or

 transfer you to a less stranuous or hazardous position (where one is available) or duties if medically needed because of your programmy, and provide you with pregnancy disability leave (PDL) of up to four months (the working days you normally would work in one-third of a year or 17 1/3 weeks) and return you to your same. job when you are no longer disabled by your pregnancy or, in certain instances, to a comparable job. Taking PDL, however, does not protect you from non-leave related employment actions, such as a levoff. provide a reasonable amount of break time and use of a room or other tocation in close proximity to the employee's work area to express breast milk in private as set forth to the

For pregnancy disability leave: POL is not for an automatic period of time, but for the period of time that you are disabled by pregnancy. Your health care provider determines how much time you will need. . Once your employer has been informed that you need to take PDL, your employer must guarantee in writing that you can return to work in your same position if you request a written guarantes. Your employer may require you to submit written medical certification from your health care provider substantiating the need for your leave.

 PDL may include, but is not limited to, additional or more frequent breaks, time for prenatal or postnatal medical appointments, doctor-ordered bed rest, severe "morning sickness." pestational diabetes, pregnancy-induced hypertension, preeclampeia, recovery from childbirth or loss or end of pregnancy, and/or postpartum depression PDL does not need to be taken all all once but can be taken on an as-needed basis as required by your health care provider, including intermittent loose or a reduced work schedule. all of which counts against your four month entitlement to leave. . Your leave will be paid or unpaid depending on your employer's policy for other medical leaves. You may also be eligible for state disability insurance or Paid Family Leave (PFL). administered by the California Employment Development Department.

 At your discretion, you can use any sociation or other paid time off during your PDL. Your employer may require or you may choose to use any available sick leave during your POL . Your employer is required to continue your group health coverage during your PDL at the same level and under the same conditions that coverage would have been provided if you had continued in employment continuously for the duration of your leave. Taking PDL may impact certain of your benefits and your seniority date: please contact your employer for details.

 If possible, you must provide at least 30 days' advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself). For events that are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the loave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy. Notice Obligations as an Employee: Give your employer reasonable notice: To receive reasonable accommodation, obtain a transfer, or take PDL, you must give your employer sufficient notice for your employer to make

appropriate plans. Sufficient notice means 30 days advance notice if the need for the reasonable accommodation, transfer, or PDL is foreseeable, otherwise as soon as practicable. Provide a Written Medical Certification from Your Health Care Provider. Except in a medical emergency where there is no time to notain it, your employer may require you to supply a written medical certification from your health care provider of the medical need for your reasonable accommodation, transfer or PDL. If the need is an emergency or unforeseeable, you must provide this certification within the time frame your employer requests, unless it is not practicable for you to do so under the circumstances despite your diligent, good faithefforts. Your employer stust provide at least 15 calendar days for you to submit the certification. See your employer for a copy of a medical certification form to give to your health.

 PLEASE NOTE that if you fail to give your employer reasonable advance notice or, if your employer requires it, written medical certification of your medical need, your employer may be justified in delaying your reasonable accommodation, transfer or PDL. Additional Rights under California Family Rights Act (CFRA) Leave You also may be entitled to additional rights under the California Family Rights Act of 1993 (CFRA) if you have more than 12 months of service with us and have worked at least. 1,250 hours in the 12-month period before the date you want to begin your leave. This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care

placement of your child or for your own serious health condition (not related to pregnancy) or that of your child, parent or spouse. While the law provides only unpaid leave, employees may choose or employers may require use of accrued paid leave while taking CFRA leave under certain circumstances. For further information on the availability of CFRA leave, please raview your employer a Nettue regarding the availability of CFRA leave. This notice is a summary of your rights and obligations under the Fair Employment and Housing Act (FEHA). For more information about your rights and obligations as a pregnant employee. contact your employer, visit the Department of Fair Employment and Housing's website at www.dteb.ca.gov, or contact the Department at (600) 884-1684. The linct of the FEHA and the regulations interpreting it are available on the Department's website.

Family & Medical Leave

CFRA — 50 or More Employees Family Care and Medical Leave (CFRA Leave) and Pregnancy Disability Leave Linder the Cultomia Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date

EMPLOYEES: Only notices with a check mark in the box apply to this workplace.

To care for the employee's spouse, child, or parent who has a qualifying serious health condition;

you want to begin your leave, you may have a right to family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or Toster care placement of your child or for your own serious health condition or that of your child, parent or spouse. While the law provides only unpaid leave, employees may choose or employers may require use of accryed paid leave while taking CFRA leave under certain circumstances Even if you are not eligible for CFRA lateve, if you are disabled by programcy, childbirth or a related medical condition, you are entitled to take a pregnancy disability leave of up to four months, depending on your periodic of actual disability. If you are CFRA-eligible, you have certain rights to take BOTH a programmy disability leave and a CFRA leave for reason of the birth of your shild. Both leaves contain a guarantee of reinstatement-for pregnancy disability it is to the same position and for CFRA it is to the same or a comparable position-at the end If possible, you wast provide at least 30 days' advance is ofice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or a family member).

For events that are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave. Failure to comply with these notice rules is grounds for, and We may require pertification from your health care provider before allowing you a leave for programmy disability or for your own serious health condition. We also may require certification from the health care provider of your strikt, parent, or spouse who has a serious health condition, before allowing you a leave to take care of that family member. When medically necessary, If you are taking leave for the birth, adoption, or foster care placement of a child, the basic minimum duration of the leave is two weeks, and you must conclude the leave within one year of the birth or placement for adoption or foster care. Employers shall make available on a timely and reasonable basis a Safety Data Sheet on each Taking a family care or pregnancy disability leaver may impact certain of your benefits and your sensority date. If you want more information regarding your eligibility for a leave anality the

> Federal Notice — 50 or More Employees DFEH: (00-21 (7/15) Employee Rights and Responsibilities Under the Family and Medical Leave Act Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following resease: To bond with a called (income must be taken within 1 year of the chief's bigth-or placement):

> For the employee's lows qualifying serious health condition that makes the employee unable to perform the employee's job; For qualifying exigencies related to the foreign deployment of a mittary member who is the employee's spouse, child, or persent. An eligible employee who is a covered servicemember's spouse, child/parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave interestitantly or on a reduced achedule. Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee

> While employees any on FMLA leave, employers must continue bearth insurance soverage as if the employees were not an loose. Upon return from FMLA leave, exsul employees must be restored to the same job or one rearly electical to it with equivalent pay, benefits, and other employment terms and conditions. An employee may not interfere with an endendum's FMLA replace or relations agreed someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or Eligibility Requirements An employee who works for a towared employer must meet three criteria to order to be eligible for FMLA leave. The employee must

if the investigation shows that the employer has violated a safety and health standard or order, then Have worked for the employer for at least 12 months. Have at least 1,250 hours of service in the 12 months before taking leave," and the Division of Occupational Safety and Health issues a citation. Each citation specifies a date by which Work at a location where the employer has at least 50 employees selften 75 miles of the employee's worksite. "Special "leaurs of service" requirements apply to strike dight crew employees Generally, employees must give 30-cases' subvance reduce of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must yoully the employer as soon as possible.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the Jesus qualifies for FMLA protection. Sufficient information could include informing an employer that the angeloyee is or will be anable to perform his or her job functions, that a family comber cannot perform daily activities, or that happitalization or continuing medical treatment is necessary. Employees must inform the employer if the read for issue to for a reason for which FMLA issue was previously taken or contribed. Employers can require a certification or periodic recomplication supporting the need for leave. If the employer determines that the certification is incomplete, if exist provide a written Once an employer becomes aware that an employer's need for leave is for a reason that may qualify under the PMLA, the employer must neetly the employer it has or she is eligible for FMLA leave and, if eligible, most also provide a roctice of rights and responsibilities under the FMLA. If the employee is not eligible, the employee must provide a reason for exeligibles Employers must notify its employees if teave will be designated as FMLA leave, and if so, know exact leave will be designated as FMLA leave.

Employees may file a compliant with the U.S. Department of Labor. Wage and Hour Division, or may bring a private lawfull against an employee. The FMLA does not affect any Indexal or state low prohibiting discremenation or superseduciny state by local low or collective bargaining agreement that provides greater tamily or medical FMLA section 109 (29 U.S.C. § 2019) requires FMLA covered employers to post the test of this notice. Regulation 29 C.F.R. § 625.300(p) may require additional disclosures. For additional information or to file a complaint:



1-866-A27-(07K) 75Y 1.827 609-367

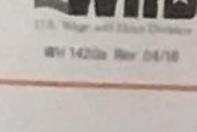


Wage and Hour Division | United States Department of Labor **Employee Rights**

1-866-4-USWAGE

(1-866-487-9243) TTY 1-877-809-5627

WWW.WAGEHOUR.DOL.GOV



Employee Polygraph Protection Act The Employee Polygraph Protection Act prohibits most private employers from using lie detector tests either for pre-employment

EXEMPTIONS

Federal, State and local governments are not affected by the law date for apply to tests given by the Federal Government for company private authorized in Authorized

Federal, State and local governments are not affected by the law date not apply to tests given by the Federal Government for company private authorized in Authorized

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Federal, State and The Act perysts polygraph to kind of the thelector) tests to be admissioned in the private sector, expect to restrictions, to certain prospective extensions of security securit times flow private according to the private flow private according to the private flow private according to the private flow pr The Act also persons polygraph beating, subject to receivabless, of companies of private firms who are receivable in processors at a evaluate tracket disert. The law does not proceed any processor of any State or both law or any optioning barqueous agreement which is more contribute with respect to be quintly both Where polygraph locks are parentled, they are subsect to currentees solice elsewinds concerning the conduct and long the lock Engineers being a regard or other or formation or control of the conduct and long the lock Engineers being a regard or other or desired or

the right to a written recoor before besting. The right to return or discontinue is tool, and the right not to have less excited discovered persons. The Secretary of Later may bring court actions to next-six ventilons and assess club parenters against recitairs. Employees of job applicants may good arring their new your actions. The Law Requires Employees To Display This Poster Where Employees And Job Applicants Can Readily See III.

Wage and Hour Division Credited Shelpt Department of Labour

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PROHIBITIONS

Employers are generally prohibined from paquiting or requesting any employee or pall applicant to take a fix detector text, and from discharging, designing or discharging applicat an

WH 1663 Des. UTIME

ATTACHMENT #5

Department of Public Works



A Tradition of Stewardship

A Commitment to Service

1195 Third Street, Suite 101 Napa, CA 94559-3092 www.countyofnapa.org/publicworks

> Main: (707) 253-4351 Fax: (707) 253-4627

> > Steven Lederer Director

June 8, 2017

Redwood Road Owner / Resident Napa, CA 94558

Subject: Site Meeting on June 22, 2017 for Redwood Road Repair at Mile Post Marker 5.0

Dear Owner / Resident,

In the continuing effort to repair the damage incurred in your area by past storms, the County will soon commence repair work at the above-mentioned site. The project is approximately located in the 4500 block of Redwood Road, Napa County, California. The project includes the construction of a retaining wall, earthwork excavation and backfill, erosion control measures and pavement repairs.

The County would like to meet with the residents at the project site on Thursday, June 22, 2017 at 10 am, to discuss the project and seek feedback on road closures. We apologize for this short notice.

Subject to changes, construction is tentatively scheduled to begin this upcoming summer and is expected to be completed before winter 2017, weather permitting.

The County and contractor will make all reasonable attempts at minimizing the disruption to the Redwood Road area's residents and deliveries and allow traffic through in a timely manner.

The contractor will be coordinating with the Emergency Services, the United States Postal Service and the Waste Disposal (Garbage) Service and not disrupt these services.

We acknowledge that this may cause you some inconvenience during the short construction period. We thank you for your patience and cooperation in the County's effort to maintain your road. Please contact James Reese of this office by phone at (707) 259-8281, or by email at <a href="maintain-state-lambe-state-lambe-state-lamb-state-lambe-state-lambe-state-lamb-s

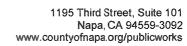
Sincerely yours,

Steven Lederer Director, Napa County Public Works

Mallika Ramachandran P. E. Engineering Manager

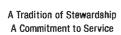
ATTACHMENT #5

Department of Public Works



Main: (707) 253-4351 Fax: (707) 253-4627

> Steven Lederer Director



August 9, 2017

Redwood Road Owner / Resident Napa, CA 94558

Subject: REDWOOD ROAD MPM 5.07, 2017 STORM DAMAGE REPAIR – RETAINING WALL

Dear Owner / Resident,

Construction is scheduled to start on the Redwood Road MPM 5.07, storm damage repair project the week of August 21st, with tree removal. The project is located approximately in the 4500 block of Redwood Road, Napa County, California. The project includes tree removal, the construction of a retaining wall, earthwork excavation and backfill, erosion control measures and pavement repairs.

As has been previously discussed during the 6/22/17 on-site meeting, one lane will remain open except for potential two-hour closures between the hours of 9 to noon, and 1 to 4, during the approximate 70 day working schedule. The closures will be limited to Monday through Friday. Once the exact dates and hours of the closures are known, another notification will be mailed out with more details. In the event of an emergency during the road closure, the contractor will allow the emergency vehicle to ingress and egress.

The County and contractor will make all reasonable attempts to minimize the disruption to the Redwood Road area's residents and deliveries.

This notice will also be coordinated with the Emergency Services, the United States Postal Service, Waste Disposal (Garbage) Service, and other deliveries, to not disrupt those services.

We acknowledge that this may cause you some inconvenience during the short construction period. We thank you for your patience and cooperation in the County's effort to maintain your road. Please contact James Reese of this office by phone at (707) 259-8281, or by email at James Reese@countyofnapa.org with any questions or comments.

Sincerely yours,

Steven Lederer

Director, Napa County Public Works

By For

Mallika Ramachandran P. E.

Engineering Manager



A Tradition of Stewardship A Commitment to Service 1195 Third Street, Suite 101 Napa, CA 94559-3092 www.countyofnapa.org/publicworks

> Main: (707) 253-4351 Fax: (707) 253-4627

> > Steven Lederer Director

9 de Agosto del 2017

Calle Redwood Road Propietario/Residente Napa, CA 94558

Asunto: CALLE REDWOOD ROAD MPM 5.07, 2017 REPARACION DE DAÑOS POR TORMENTA - MURO DE RETENCIÓN

Estimado Propietario / Residente,

La construcción está programada para comenzar en la calle Redwood Road MPM 5.07, este proyecto de reparación de los daños de la tormenta pasada comenzará la semana del 21 de Agosto con eliminación de arboles. El proyecto está localizado aproximadamente en el bloque 4500 de la calle Redwood Road, en el condado de Napa, California. El proyecto incluye la eliminación de árboles, la construcción de un muro de contención, excavación y relleno de tierras, medidas de control de erosión y reparaciones de pavimentos.

Como se ha mencionado anteriormente durante la junta en el sitio de construcción el 6/22/17, un carril permanecerá abierto excepto potencialmente por cierres de dos horas entre las horas de 9 al mediodía, y de 1 a 4, durante aproximadamente los 70 días del trabajo. Los cierres estarán limitados de lunes a viernes. Una vez que se conozcan las fechas y horas exactas de los cierres, se enviará otra notificación con más detalles. En caso de una emergencia durante el cierre de la carretera, el contratista permitirá que el vehículo de emergencia entre y pase.

El Condado y el contratista harán todo lo posible razonable para minimizar la interrupción a los residentes y agencias de entregas del área de la calle Redwood Road.

Este aviso también será coordinado con los Servicios de Emergencia, el Servicio Postal de los Estados Unidos, el Servicio de Eliminación de Desperdicios (basura) y otras agencias de entregas, para no interrumpir dichos servicios.

Reconocemos que esto podría causarle algún tipo de inconveniente durante este corto período de construcción. Le agradecemos su paciencia y cooperación con los esfuerzos del Condado por mantener su carretera. Po favor comuníquese con James Reese de esta oficina por teléfono al (707) 259-8281, o por correo electrónico a James.Reese@countyofnapa.org con cualquier pregunta o comentario.

Sinceramente,

Steven Lederer

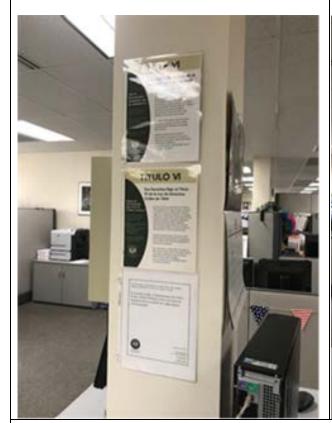
Director, Napa County Public Works

By For Mallika Ramachandran P. E.

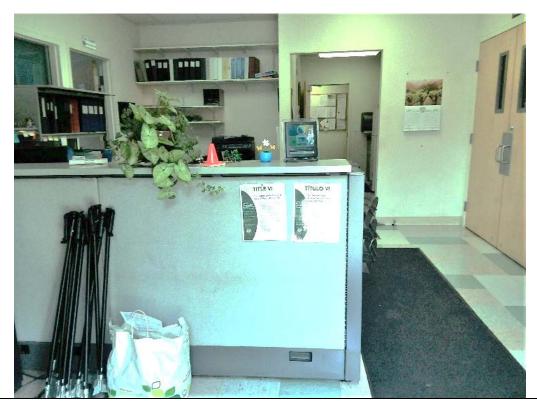
Engineering Manager

ATTACHMENT 6

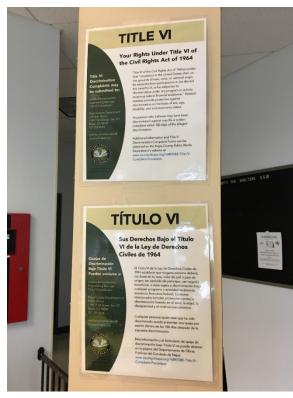
TITLE VI POSTERS















DBE & Title IV Complaint Procedure

Title VI Compliance

Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person in Napa County shall, on the grounds of race, color, national origin, sex, disability, age, or socioeconomic status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity it administers. Napa County is committed to complying with Title VI requirements in all programs and services. Any person who believes they have been subjected to discrimination in the delivery of or access to public services on the basis of race, color, or national origin, sex, disability, age, or socioeconomic status may file a complaint with the Civil Rights Coordinator for the Napa County Department of Public Works, whose contact information is as set forth below:

Napa County Public Works / Civil Rights Coordinator 1195 3rd Street #101 Napa, CA 94559

Phone: 707-253-4351

Fax: 707-253-4627

For Napa County Public Work's policy on disability and ADA information, please see the ADA information page.

General

Any person who believes that they, individually, or as a member of any specific class of persons, has been subjected to discrimination on the basis of race, color, national origin, sex, disability, age, or socioeconomic status may as noted below may file a written complaint with the above-referenced Civil Rights Coordinator. Complainants also have the right to complain directly to the appropriate federal agency. Every effort will be made to obtain early resolution of complaints. The option of informal meeting(s) between the affected parties and the Civil Rights Coordinator may be utilized for resolutions.

A Complainant also has the right to file a formal complaint(s) with any other federal, state, or local agencies or seek private counsel for complaints alleging discrimination, intimidation, or retaliation of any kind that is prohibited by law. Title VI of the Civil Rights Act of 1964 and related statutes prohibit discrimination on the basis of race, color, national origin, sex, disability, age, or socioeconomic status in programs receiving federal financial assistance. You may download a <u>Title VI Complaint form (PDF)</u> in English o <u>Titulo VI documento de Queja (PDF)</u> en Español.

Procedure

Napa County's Title VI Complaint Procedure outlines a process for local disposition of Title VI complaints and is consistent with guidelines found in the Federal Transit Administration Circular 4702.1A, dated May 13, 2007. The complaint procedure is outlined below:

- 1. **Submission of Complaint**: Any person who feels that they, individually, or as a member of any class of persons, on the basis of race, color, national origin, sex, disability, age, religion, or social economic status has been excluded from or denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance through Napa County Public Works may file a written complaint with the Civil Rights Coordinator. The Civil Rights Coordinator's contact information is provided to the left. Such complaint must be in writing and signed by the Complainant(s).
 - In cases where a Complainant is unable or incapable of providing a written statement, a verbal
 complaint may be made. The Civil Rights Coordinator will interview the Complainant and assist the
 person in converting verbal complaints to writing. All complaints must, however, be signed by the
 Complainant or their representative.
 - 2. Include the date of the alleged act of discrimination date when the Complainant became aware of the alleged act of discrimination; or the date on which that conduct was discontinued or the latest instance of conduct.
 - 3. Present a detailed description of the issues, including names and job titles of those individuals perceived as parties in the complaint.
 - 4. Federal and state law requires complaints be filed within 180 calendar days of the alleged incident.
- 2. Referral to Review: Upon receipt of the complaint, the Civil Rights Coordinator will determine its jurisdiction, acceptability, need for additional information, in order to evaluate and investigate the complaint. The review shall be completed no later than 45 calendar days after the date Napa County received the complaint. If more time is required, the Civil Rights Coordinator shall notify the Complainant of the estimated time-frame for completing the review.
- 3. Upon completion of the review: The Civil Rights Coordinator shall make a recommendation regarding the merit of the complaint and whether remedial actions are available to provide redress. The Civil Rights Coordinator may also recommend improvements to Napa County's Title VI processes, as appropriate.
- 4. **Documentation**: The Civil Rights Coordinator shall complete an investigative report, and shall include a determination on the disposition of the complaint and identify any remedial actions needed.
- 5. **Notice of Determination**: The Civil Rights Coordinator shall mail a "Notice of Determination" to the Complainant. The Notice shall include information regarding appeal rights, including:
 - 1. Napa County will reconsider this determination, if new facts, come to light; and
 - 2. If a Complainant is dissatisfied with the determination and/or resolution set forth, the Complainant has the right to appeal.
- 6. **Appeals**: If the Complainant disagrees with the Civil Rights Coordinator's response set forth in the Notice of Determination, they may appeal by submitting a written request to the Director of Public Works within Enable Google Translate

10 calendar days after receipt of the Notice of Determination. The appeal shall be sufficiently detailed and contain any items the Complainant feels were not fully understood by the Civil Rights Coordinator. The Director of Public Works will notify the Complainant of their decision to accept or reject the appeal within 10 calendar days of receipt. In cases where the Director of Public Works agrees to reconsider, the matter shall be reviewed in accordance with Paragraph 2, above.

7. **Submission of Complaint to the Federal Department of Transportation**: The Complainant may also submit a complaint to the Federal DOT. The DOT's complaint process can be found on the <u>DOT's website</u>.

For more information regarding Title VI or if language assistance is needed, please contact Napa County Public Works.

Contact Us

Mallika Ramachandran

Engineering Manager
Email Mallika Ramachandran

Public Works

Email the Public Works Department

Physical Address

1195 Third Street Suite 101 Napa, CA 94559

Phone: 707-253-4351 Fax: 707-253-4627

Directory

County Administration Building

1195 Third Street Napa, CA 94559 Contact the Webmaster

Contact Us