

**COUNTY OF YOLO, CALIFORNIA  
AGREEMENT NO. \_\_\_\_\_**

**Yolo County Community Services – Construction of Modular Office Buildings Project**

**THIS AGREEMENT**, (“Agreement”) made and entered into on this 11th day of July, 2023, between the COUNTY OF YOLO, a political subdivision of the State of California (“COUNTY”), and Global Modular, Inc., (“CONTRACTOR”), a Nevada corporation authorized to do business in California.

**ARTICLE I.** In consideration of the payments and agreements hereinafter mentioned, to be made and performed by the COUNTY, CONTRACTOR shall, at his or her own cost and expense, furnish all the labor, technical and professional services, supervision, materials, and equipment, except such as are mentioned in the Contract Documents referenced below to be furnished by the COUNTY, and perform all operations necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the COUNTY, the work described in the Contract Documents for the public work of improvement titled:

**PLANS AND SPECIFICATIONS FOR THE  
CONSTRUCTION OF MODULAR OFFICE BUILDINGS  
at the  
YOLO COUNTY COMMUNITY SERVICES  
July 11, 2023**

**ARTICLE II.** Time is of the essence in the performance of the work. The work shall be commenced and completed pursuant to Section 11-5 of the Special Provisions.

**ARTICLE III.** The COUNTY shall pay to the CONTRACTOR as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Eight Hundred Ninety-Four Thousand Five Hundred thirteen and 00/100 Dollars (\$894,513.00), hereinafter, the Contract Price. Payment shall be made as set forth in the General Provisions. COUNTY will pay to CONTRACTOR compensation based upon the prices set forth in the Contract Price Schedule.

**ARTICLE IV.** By its signature hereunder, CONTRACTOR certifies that it is aware of the provisions of Section 3700 of the Labor Code et seq. which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and CONTRACTOR will comply with such provisions before commencing the performance of the work of this contract.

**ARTICLE V.** CONTRACTOR shall provide indemnification and defense as set forth in the General Provisions.

**ARTICLE VI.** The “Contract Documents” include the following documents, each of which is incorporated into this Contract by reference:

- Notice to Contractors
- Addenda
- Proposal, including all required forms
- Performance Bond
- Payment Bond
- Plans and Specifications, including General Provisions
- Special Provisions
- Technical Provisions
- Standard Drawings
- Project Drawings
- Standard Construction Specifications
- Change Orders executed by the COUNTY

The CONTRACTOR shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of a conflict, the various Contract Documents will be given effect in the order set forth in the General Provisions.

**ARTICLE VII.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The CONTRACTOR shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this work.

#### **CONTRACT PRICE SCHEDULE**

#	Timeline	Milestone	Cost
1	38 days	Engineering	\$69,885.00
2	5 days	Long lead purchasing	\$139,814.00
3	5 days	Electrical and Plumbing Site Prep	\$67,132.00
4	10 days	Welding Fabrication	\$83,876.00
5	8 days	Shop Framing Doors and Windows	\$104,853.00
6	10 days	Shop MEP System	\$104,853.00
7	6 days	Site Installation Electrical and Plumbing	\$99,714.00
8	5 days	Shop Finishes	\$67,861.00

9	2 days	Transport Unit to Site	\$9,610.00
10	5 days	Rough set of Units on Site	\$24,932.00
11	6 days	Connection of Electrical and Plumbing	\$67,286.00
12	8 days	Complete finish of Building on site	\$45,724.00
13	3 days	Punch walk Building and Final	\$8,973.00
14			\$
15			\$
		(This total must match total listed at top of page) Total Cost	\$ \$894,513.00

**ARTICLE VIII.** CONTRACTOR expressly acknowledges that CONTRACTOR is fully cognizant of, fully understands, and unreservedly agrees that, all provisions of the Project Plans and Specifications are absolutely controlling and equally applicable.

**ARTICLE IX.** CONTRACTOR shall maintain, at its sole cost an expense, the insurance requirements attached hereto as Exhibit A and incorporated herein by this reference throughout the entire term of this Agreement.

**ARTICLE X.**

- A) It is understood and agreed by all the parties hereto that CONTRACTOR is an independent CONTRACTOR and that no relationship of employer-employee exists between the COUNTY and CONTRACTOR. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of the COUNTY. CONTRACTOR hereby indemnifies and holds the COUNTY harmless from any and all claims that may be made against the COUNTY based upon any contention that an employer-employee relationship exists by reason of this Agreement.
- B) It is further understood and agreed by all parties hereto that neither CONTRACTOR nor CONTRACTOR's assigned personnel shall have any right to act on behalf of the COUNTY in any capacity whatsoever as an agent or to bind the COUNTY to any obligation whatsoever.
- C) It is further understood and agreed by all parties hereto that CONTRACTOR must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of CONTRACTOR's assigned personnel.

**ARTICLE XI.** In the performance of the services required by this Agreement, CONTRACTOR shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives, and laws. This Agreement shall be deemed to be executed within the State of

California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed in a California Superior Court located in Woodland, California.

**ARTICLE XII.** The waiver by COUNTY or any of its officers, agents, or employees or the failure of the COUNTY or its officers, agents, or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants, or conditions of this Agreement.

**ARTICLE XIII.** This Agreement, including all exhibits expressly incorporated therein, constitutes the entire agreement between the COUNTY and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

**ARTICLE XIV.** This Agreement may be amended only by written instrument signed by the COUNTY and CONTRACTOR.

**ARTICLE XV.** Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

**ARTICLE XVI.** Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

**ARTICLE XVII.** All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Contract Documents. Written notice to the CONTRACTOR shall be addressed to CONTRACTOR's principal place of business unless CONTRACTOR designates another address in writing for service of notice. Notice to the COUNTY shall be addressed to the

COUNTY as designated in the Notice to Contractors unless COUNTY designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) calendar days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

**ARTICLE XVIII.** Should a change be contemplated in the name or nature of the CONTRACTOR's legal entity, the CONTRACTOR shall first notify the COUNTY in order that proper steps may be taken to have the change reflected on the Contract and all related documents. No change of CONTRACTOR's name or nature will affect the COUNTY's rights under the Contract, including but not limited to the bonds.

**IN WITNESS WHEREOF,** the parties to this Agreement have executed this Agreement as of the date set forth above.

**COUNTY:**

**CONTRACTOR:**

COUNTY OF YOLO

CONTRACTOR

DocuSigned by:  
*Ryan Pistoichini*  
By: \_\_\_\_\_  
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DocuSigned by:  
*Adam DeBard - President*  
By: \_\_\_\_\_  
2B3660CB562D4BC...

Ryan Pistoichini, Director  
Department of General Services  
Yolo County Department of General Services

Name: Global Modular, Inc.  
  
Title: Adam DeBard, President

Licensed in accordance with an act providing for the registration of CA State Contractors, License No. 837357

CA Department of Industrial Relations Public Works Contractor Identification Number 1000003715

Approved as to Form:

Philip I. Pinedich, County Counsel

DocuSigned by:  
*Kimberly Hood*  
By: \_\_\_\_\_  
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Kimberly Hood, Assistant County Counsel

## **Notice To Bidders**

Sealed bids for the project to be constructed at the Yolo County ("County") location specified within, entitled:

### **CONSTRUCTION OF YOLO COUNTY MODULAR OFFICE BUILDINGS**

Bid response shall be submitted both electronically through the BidSync, which will be referred to as Perioscope S2G system once logged into the system, described in this solicitation and by one (1) hard copy at the Yolo County General Services, 120 W Main Ste G, Woodland, California 95695 no later than: **Tuesday, May 23, 2023, at 2:00pm PST** at which time they will be publicly opened and read in the Yolo County General Services Conference Room at the above address.

There will be a mandatory pre-bid meeting at 2:00 pm PST **on Tuesday, April 11, 2023**, at the Yolo County Department of Community Services, located at 292 West Beamer Street, Woodland, CA 95695. Directions to the Yolo County Department of Community Services can be found at:

<https://www.yolocounty.org/government/general-government-departments/community-services>

Bidders arriving more that ten (10) minutes after the designated start time for the pre-bid meeting will not be eligible to submit a response to this solicitation.

**General work description:** The project is located at the Yolo County Department of Community Services (See location map on cover sheet of Plans/Drawing).

## **Yolo County Department of Community Services 292 West Beamer Street Woodland, CA 95695**

Normal operating hours are Monday through Thursday 8:00 am to 4:00 pm and 8:00am to 12:00pm on Fridays, PST. For purposes of this solicitation, project hours may be considered 7:00am to 5:00pm Monday through Friday, PST. The work to be performed under this contract consists of furnishing all equipment, materials, and tools; performing all required labor and required supervision; and completing all work necessary for the construction of the following:

**CONSTRUCTION OF THE YOLO COUNTY MODULAR OFFICE BUILDINGS** which includes provision and installation of a modular office building, ramps and stairs as shown on the drawings (Exhibit titled Yolo Modular Office Building Drawings). The work includes all work to furnish and install the building including providing documents for use in permit application, prefabrication, travel, delivery, set and level, anchoring, and finishing. It is the intent of this contract that the bidder provides a complete design/build package, including design, engineering, and installation of all facilities required to allow the occupancy of the modular building. All references to the building in this specification

include all components of a complete installation including the building, ramps, stairs, equipment, and finishes.

The foregoing quantities are approximate only, being given as a basis for the comparison of bids, and the County does not expressly or by implication agree that the actual amount of work will correspond therewith but reserves the right to increase or decrease the amount of any class or portion of work, or to omit portions of work, as may be deemed necessary or advisable by the ENGINEER.

Bidder shall possess a valid A license and DIR number to submit a bid. If necessary, subcontractor's may be used to meet the license requirements necessary to complete the project in accordance with Business and Professions Code section 7059(b). The bidder must be properly licensed from the time it submits its bid through contract acceptance in accordance with Business and Professions Code section 7000 et seq.

Bids are required for the entire work described herein. The County reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bid process.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code section 12990.

Project plans, specifications, special provisions, bid forms, and addenda for this project can be downloaded at no cost at [www.bidsync.com](http://www.bidsync.com). It is the bidder's responsibility to register at [www.bidsync.com](http://www.bidsync.com) to ensure notification of all addenda. It is the bidder's responsibility to arrange for printing services to obtain printed copies of the bid documents.

The County's official outlet for this Invitation for Bid (IFB) and all related information is through the Bidsync, Periscope S2G e-procurement platform. The County does not use any other e-procurement system or entities for publication of this IFB or for acceptance of responses to this IFB. Information obtained from any other source must not be relied on for the purpose of preparing and submitting an electronic response to this IFB.

Questions must be submitted in writing through [www.bidsync.com](http://www.bidsync.com) by 2:00pm PST on Tuesday, April 18, 2023. Answers will be posted on [www.bidsync.com](http://www.bidsync.com) by Monday, April 24, 2023. Every answer will constitute an addendum to the Specifications.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest.

The successful bidder shall furnish a payment bond and a performance bond, each in the full amount of the contract price. These bonds shall be executed by a surety specified in California Code of Civil Procedure Section 995.310.

The County affirms that in any contract entered into pursuant to this advertisement, all bidders will be afforded full opportunity to submit responses to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the County in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates are set forth in the General Prevailing Wage Rates for this project, available for review at the California Department of Industrial Relations' internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the General Prevailing Wage Rate Determinations. The successful bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the bidder to whom the contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Pursuant to Labor Code section 1725.5 and 1771.3, contractors and subcontractors who intend to propose on, be listed in a bid, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the bidder, and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. Information is available at: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In proposing on this project, it shall be the bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

No bid will be received unless it is made on a bid form furnished by County of Yolo, either by a hard copy or downloaded from the bid exchanges or [www.bidsync.com](http://www.bidsync.com). Copies or facsimiles of the bidder's completed and executed bid forms submitted as a bid will be rejected. Each bid must be accompanied by a certified check, cashier's check, or bidder's bond made payable to Yolo County for an amount equal to at least ten percent (10%) of the amount of bid, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter the contract. If a bond is used, it must be signed by the bidder and by a signatory of an authorized surety company all as provided by law.

Pursuant to Public Contract Code section 22300, the successful bidder may substitute certain securities for funds withheld by the County to ensure its performance under the contract.

The engineers estimate of probable construction costs for this project is \$2,084,415.

WORKING DAYS: 90 working days are allowed for completion of the work.

PART 1 – GENERAL PROVISIONS OF THE CONSTRUCTION CONTRACT

SECTION 1 - DEFINITIONS AND TERMS

1-1 GENERAL

Whenever the following terms, titles, or abbreviations are used in these SPECIFICATIONS, or in any document or instrument where these SPECIFICATIONS govern, the intent and meaning shall be as herein defined.

1-2 ABBREVIATIONS

<b>AASHTO</b>	<b>American Association of State Highway and Transportation Officials</b>
<b>ACI</b>	<b>American Concrete Institute</b>
<b>AISC</b>	<b>American Institute of Steel Construction</b>
<b>AISI</b>	<b>American Iron and Steel Institute</b>
<b>APA</b>	<b>American Plywood Association</b>
<b>APWA</b>	<b>American Public Works Association</b>
<b>ASA</b>	<b>American Standards Association</b>
<b>ASME</b>	<b>American Society of Mechanical Engineers</b>
<b>ASTM</b>	<b>American Society for Testing Materials</b>
<b>AWS</b>	<b>American Welding Society</b>
<b>AWWA</b>	<b>American Water Works Association</b>
<b>CSI</b>	<b>Construction Specifications Institute</b>
<b>FS</b>	<b>Federal Specifications</b>
<b>NBFU</b>	<b>National Board of Fire Underwriters</b>
<b>NEC</b>	<b>National Electrical Code</b>
<b>NEMA</b>	<b>National Electrical Manufacturer's Association</b>
<b>NFPA</b>	<b>National Fire Protection Association</b>
<b>NSF</b>	<b>National Sanitation Foundation</b>
<b>OSHA</b>	<b>Occupational Safety &amp; Health Act</b>
<b>Title 19</b>	<b>Title 19 (Public Safety) of the California Administrative Code</b>
<b>Title 24</b>	<b>Title 24 (Building Standards) of the California Administrative Code</b>
<b>UL</b>	<b>Underwriters' Laboratories, Inc.</b>
<b>UBC</b>	<b>Uniform Building Code</b>
<b>UMC</b>	<b>Uniform Mechanical Code</b>

**UPC                    Uniform Plumbing Code**

All references to the Specifications, standards, or other publications of any of the above are understood to refer to the current issue as revised or amended at the date of receipt of bids.

<b>CF</b>	<b>Cubic Foot</b>
<b>CY</b>	<b>Cubic Yard</b>
<b>EA</b>	<b>Each</b>
<b>GAL</b>	<b>Gallon</b>
<b>LB</b>	<b>Pound</b>
<b>LF</b>	<b>Lineal Foot</b>
<b>LS</b>	<b>Lump Sum</b>
<b>MH</b>	<b>Man Hours</b>
<b>MI</b>	<b>Mile</b>
<b>SQFT</b>	<b>Square Foot</b>
<b>SQYD</b>	<b>Square Yard</b>
<b>STA</b>	<b>Station</b>

**1-3                    DEFINITIONS**

**ADDENDA** - Written or graphic Instruments issued prior to the opening of BIDS which clarify, correct, or change the solicitation documents or the CONTRACT DOCUMENTS.

**AGREEMENT OR CONTRACT** - The written agreement between the COUNTY and CONTRACTOR covering the WORK to be performed: Other CONTRACT DOCUMENTS are incorporated into the AGREEMENT and made a part thereof as provided therein.

**AS SHOWN, ETC.** - Where "as shown:" "as indicated," "as detailed," or words of similar import are used, it shall be understood that reference is made to the PROJECT DRAWINGS unless specifically stated otherwise. Where "as directed," "as permitted," "approved," or words of similar import are used, it shall be understood that the direction, permission, requirements, or acceptance of the ENGINEER is intended unless stated otherwise.

**BASE** - A layer of specified material of planned thickness placed immediately below the pavement or surfacing.

**BASEMENT MATERIAL** - The material in excavation or embankments underlying the lowest layer of subbase, base, pavement, surfacing or another specified layer which is to be placed.

**BIDDER** - Any person, partnership, firm, or corporation submitting a BID for the WORK contemplated, acting directly or through a duly authorized representative.

**BOARD OF SUPERVISORS** - Governing body of the COUNTY.

**BONDS** - Bid, performance, and payment bonds and other instruments of security.

**BUSINESS DAY – Monday through Friday excluding Legal Holidays.**

**CALENDAR DAY** - Every day shown on the calendar, Sundays and holidays included. When the time for completion in the CONTRACT is set forth in CALENDAR DAYS or DAYS, every reference to WORKING DAYS in these CONTRACT DOCUMENTS shall be deemed to mean CALENDAR DAYS, unless specified otherwise.

**CALTRANS** - Department of Transportation, State of California.

**CHIEF ENGINEER** - Whenever the words "Chief Engineer" is used in the "State Specifications," they shall mean the Director of Community Services Department of the County of Yolo.

**CONDUIT** - A pipe or tube in which smaller pipes, tubes, or electrical conductors are inserted or are to be inserted.

**CONSTRUCTION QUALITY ASSURANCE (CQA) INSPECTOR** - The person or corporation responsible for observing and documenting activities related to quality assurance of WORK outlined in these CONTRACT DOCUMENTS, in accordance with the CQA Plan (defined below).

**CONSTRUCTION QUALITY ASSURANCE PLAN (CQA PLAN)** - Selected tests and observations made by an independent CONSTRUCTION QUALITY ASSURANCE (CQA) INSPECTOR to assure that the WORK, including the final product, complies with applicable regulations, standards, and CONTRACT DOCUMENTS. The CQA INSPECTOR shall perform under a separate contract with the COUNTY.

**CONSULTING ENGINEER/ARCHITECT** - Any person or persons, firm, partnership, or corporation legally authorized and licensed to practice Civil Engineering or Architecture in the State of California who prepares PLANS and SPECIFICATIONS for the DEPARTMENT, for approval.

**CONTRACT DOCUMENTS** - The CONTRACT DOCUMENTS shall include: The Notice to Contractors, all duly issued ADDENDA, BID, PLANS, TECHNICAL PROVISIONS, AGREEMENT, BONDS, and STANDARD SPECIFICATIONS, including GENERAL PROVISIONS, SPECIAL PROVISIONS, STANDARD CONSTRUCTION SPECIFICATIONS and STANDARD DRAWINGS contained therein; also, any and all supplemental agreements amending or extending the WORK contemplated and which may be required to complete the WORK in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the CONTRACT and include CONTRACT CHANGE ORDERS.

**CONTRACT CHANGE ORDERS** - A supplemental written agreement which authorizes an addition, deletion or revision in the WORK, or an adjustment in the CONTRACT PRICE or the CONTRACT TIME, issued on or after the effective date of the AGREEMENT.

**CONTRACT PRICE** - The moneys payable by the COUNTY to the CONTRACTOR as stated in the AGREEMENT, as full compensation for the WORK, subject to any additions or deductions as provided in the CONTRACT DOCUMENTS, including all applicable taxes and cost.

**CONTRACT TIME** - The number of days or the date stated in the CONTRACT DOCUMENTS for the completion of the WORK, as may be adjusted by a CONTRACT CHANGE ORDER.

**CONTRACTOR** - The person, firm, or corporation with whom the COUNTY entered into the AGREEMENT.

**CONTRACTOR'S REPRESENTATIVE OR SUPERINTENDENT** - CONTRACTOR's representative at the site, who has authority to act on behalf of CONTRACTOR.

**COUNTY** - The County of Yolo, a public entity, existing under and by virtue of the laws of the State of California.

**DAYS** - Shall mean consecutive calendar days unless otherwise specified.

**DEFECTIVE** - An adjective which, when modifying the word WORK, refers to work that is unsatisfactory, faulty or deficient, or does not conform to the CONTRACT DOCUMENTS, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the CONTRACT DOCUMENTS, or has been damaged prior to the date of ENGINEER's FIELD ACCEPTANCE LETTER.

**DEPARTMENT**- The Department of General Services, Projects Division, County of Yolo.

**DESIGN ENGINEER or ARCHITECT** - The engineer, architect, or firm engaged as an independent contractor by the COUNTY to design the PROJECT.

The authority of the DESIGN ENGINEER or ARCHITECT to monitor and review the WORK for the ENGINEER shall be strictly limited to that authority specified, and no additional authority has been granted, nor shall be inferred.

**DETOUR** - A temporary route for traffic around a closed portion of the road.

**DIRECTOR** - The Director of General Services of Yolo County acting either directly or through the Chiefs of the appropriate Divisions of the Department or their authorized representatives.

**DIVIDED HIGHWAY** - A highway with separated traveled ways for traffic, generally in opposite directions.

**DRAWINGS** - See PLANS.

**EFFECTIVE DATE OF THE AGREEMENT** - The date indicated in the AGREEMENT on which it becomes effective, but if no such date is indicated to, means the date on which the AGREEMENT is signed and delivered by the last of the two parties to sign and deliver.

**ENGINEER** - The DIRECTOR acting either directly or through his properly authorized agents, designated by him in writing, such agents acting within the scope of the duties delegated to them.

**ENGINEER'S ESTIMATE** - The list of estimated quantities of WORK to be performed, as contained in the BID FORM.

**EXTRA WORK** – New or unforeseen work not covered by the CONTRACT DOCUMENTS at bid time, as determined by the ENGINEER.

**FEDERAL AGENCIES** - Whenever, in the SPECIFICATIONS, reference is made to any Federal agency or officer, such reference shall be deemed made to any agency or officer succeeding in accordance with law to the powers, duties, jurisdiction, and authority of the agency or officer mentioned.

**FEDERAL SPECIFICATIONS** - The particularly designated standard specifications of the United States Government.

**FIELD ACCEPTANCE LETTER** - A letter issued to CONTRACTOR by the ENGINEER upon completion by CONTRACTOR of all the WORK, including PUNCH LIST items, to ENGINEER's satisfaction. The date of that letter will be commencement date of guaranty periods.

**FIELD ORDER** - A written order issued by ENGINEER which orders minor changes in the WORK, but which does not involve a change in the CONTRACT PRICE or the CONTRACT TIME.

**FIXED COSTS** - Any necessary labor, material, and equipment costs directly expended on the item or items under consideration which remain constant regardless of the quantity of the WORK done.

**GENERAL PROVISIONS or GENERAL PROVISIONS OF THE CONSTRUCTION CONTRACT** - A part of CONTRACT DOCUMENTS, included in these STANDARD SPECIFICATIONS, set forth the conditions and requirements applicable to all construction contracts originated by the DEPARTMENT.

**GRADING PLANE** - The surface of the basement material upon which the lowest layer of subbase, base, pavement, surfacing, or another specified layer, is placed.

**GREEN WASTE** – Processed green material, ground yard waste (leave, grass, brush, etc.)

**HIGHWAY** - The whole right-of-way, or area which is reserved for, and secured for use in constructing the roadway and its appurtenances.

**INSPECTOR** - All persons employed by the COUNTY to be responsible to the ENGINEER, and under his direction, to inspect the WORK as the construction proceeds.

**LABORATORY** - The County of Yolo laboratory or the designated materials testing laboratory authorized by the DIRECTOR to test materials and WORK involved in the CONTRACT.

**LEGAL HOLIDAYS** - Those days designated as State holidays in the California Government Code.

**LIQUIDATED DAMAGES** - The amount prescribed in the CONTRACT DOCUMENTS pursuant to the authority of the California Government Code Section 53069.85, to be paid to the COUNTY or to be deducted from any payment due or to become due to the CONTRACTOR, for each CALENDAR DAY delay beyond the time allowed in the CONTRACT DOCUMENTS for completing the whole, or any specified portion of the WORK, or causing or allowing any disruption in the normal operations of the COUNTY as further described in Section 9-5 of the GENERAL PROVISIONS.

**LITTER** – Any garbage or trash encountered in the green waste or foundation layer soil during clearing and grubbing activities.

**LOCAL AGENCY PUBLIC CONSTRUCTION ACT** - Part 3, Chapter 1, of the California Public Contract Code. The provisions of this Act and other applicable laws form and constitute a part of the provisions of the CONTRACT DOCUMENTS to the same extent as if set forth therein in full.

**MANUAL OF TRAFFIC CONTROLS** - The State of California Department of Transportation publication entitled "Manual of Traffic Controls for Construction and Maintenance Work Zones."

**NOTICE TO PROCEED** - A written notice given by the DIRECTOR to CONTRACTOR fixing the date on which the CONTRACT TIME will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the CONTRACT DOCUMENTS.

**OWNER** - The County of Yolo, a public entity, existing under and by virtue of the laws of the State of California.

**PAVEMENT** - The uppermost layer of material placed on the traveled way or shoulders. This term is used interchangeable with surfacing.

**PLANS or DRAWINGS** - The drawings which show the character and scope of the WORK to be performed and which have been approved by the DIRECTOR and are referred to in the CONTRACT DOCUMENTS. The PLANS being a part of the CONTRACT DOCUMENTS include the following whether or not reproduced in the TECHNICAL PROVISIONS:

(A) STANDARD DRAWINGS - The Yolo County Department of Community Services Standard Plans, as included in these STANDARD SPECIFICATIONS.

(B) PROJECT DRAWINGS - The plans listed as project drawings in the TECHNICAL PROVISIONS. These plans show specific layouts, profiles, typical cross-sections, sections, details and dimensions peculiar to the WORK, and supplemented by the STANDARD DRAWINGS insofar as the same may apply.

(C) Any other plans or drawings referred to in the TECHNICAL PROVISIONS, STANDARD CONSTRUCTION SPECIFICATIONS, STANDARD DRAWINGS or PROJECT DRAWINGS.

**PROJECT** - The total construction of which the WORK to be provided under the CONTRACT DOCUMENTS may be the whole, or part, as indicated elsewhere in the CONTRACT DOCUMENTS.

**BID** - The offer of the BIDDER for the WORK when made out and submitted on the prescribed BID FORM, properly signed, and guaranteed.

**BID FORM** - The approved form upon which the COUNTY requires formal bids be prepared and submitted for the WORK.

**BID GUARANTY** - The cash, cashier's check, certified check, or bidder's bond accompanying the BID submitted by the BIDDER, as a guaranty that the BIDDER will enter into a CONTRACT with the COUNTY for the performance of the WORK if the CONTRACT is awarded to him.

**PUNCH LIST** - A written list of deficiencies to be remedied by CONTRACTOR prior to final acceptance of the WORK by the ENGINEER.

**REFERENCE SPECIFICATIONS** - Building, Electrical and Plumbing Codes, manufacturer's specifications or recommendations, and any other codes, specifications, or reference materials specified in the CONTRACT DOCUMENTS.

**RESIDENT ENGINEER or RESIDENT PROJECT REPRESENTATIVE** - The authorized representative of ENGINEER who is assigned to the site or any part thereof, or the ENGINEER himself if no other person has been designated the authority of a resident engineer.

**ROADBED** - The roadbed is that area between the intersection of the upper surface of the roadway and the side slopes or curb lines. The roadbed rises in elevation as each increment or layer of subbase, base, surfacing or pavement is placed. Where the medians are so wide as to include areas of undisturbed land, a divided highway is considered as including two separate roadbeds.

**ROADWAY** - That portion of the highway included between the outside lines of sidewalks, or curbs, slopes, ditches, channels, waterways, and including all the appertaining structures, and other features necessary to proper drainage and protection.

**SATISFACTORY MATERIALS** - Materials which comply with the requirements of these SPECIFICATIONS and the PLANS.

**SHOP DRAWINGS** - All drawings, diagrams, illustrations, schedules, calculations, and other data which are specifically prepared by, or for CONTRACTOR, to illustrate some portion of the WORK and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the WORK. Shop Drawings shall be submitted by CONTRACTOR to the ENGINEER for ENGINEER's review and approval.

**SHOULDERS** - The portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.

**STANDARD CONSTRUCTION SPECIFICATIONS** - A part of the CONTRACT DOCUMENTS included in these STANDARD SPECIFICATIONS, consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the WORK encountered in the Yolo County Community Services projects, and certain administrative details applicable thereto.

**STANDARD SPECIFICATIONS or YOLO STANDARD SPECIFICATIONS** - These specifications containing: GENERAL and SPECIAL PROVISIONS, STANDARD CONSTRUCTION SPECIFICATIONS, and STANDARD DRAWINGS. The BOARD OF SUPERVISORS has adopted these SPECIFICATIONS as the STANDARD SPECIFICATIONS for its Department of Community Services contracts. When the standard specifications of other organizations or agencies, or parts of such specifications, are

referred to in these SPECIFICATIONS, such standard specifications of other organizations or agencies, or parts of such specifications, are included in, and a part of, these SPECIFICATIONS.

**STATE SPECIFICATIONS** - The Standard Specifications of the State of California, Department of Transportation, also known as CALTRANS Standard Specifications, as currently approved and in effect. In referring to the STATE SPECIFICATIONS, the section numbers referred to are those contained in this current edition. If, in subsequent editions, the section numbers are changed, the reference shall be construed to refer to the class of material or items in the latest edition which was designated by that number in said current edition.

**STATE** - Whenever the word "State" is used in the STATE SPECIFICATIONS, it shall mean the COUNTY.

**SUBBASE** - A layer of specified material of planned thickness between a base and the basement material.

**SUBCONTRACTOR** - An individual, firm, or corporation, having a direct contract with CONTRACTOR or with any other SUBCONTRACTOR, who will perform work or labor or render service to the CONTRACTOR in or about the construction of the WORK.

**SUBGRADE** - That portion of the roadbed on which pavement, surfacing, base, subbase, or a layer of any other material is placed.

**SUPPLIER** - A manufacturer, fabricator, supplier, distributor, materialman, or vendor.

**TECHNICAL SPECIFICATIONS** - A part of CONTRACT DOCUMENTS describing the WORK and setting forth specific conditions or requirements peculiar to the WORK, and supplementary to the STANDARD SPECIFICATIONS.

**TRAFFIC LANE** - That portion of a traveled way for the movement of a single line of vehicles.

**TRAVELLED WAY** - That portion of the roadway for the movement of vehicles, exclusive of shoulders.

**UNDERGROUND FACILITIES** - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasement containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

**UNSATISFACTORY MATERIALS** - Materials which do not comply with the requirements of these CONTRACT DOCUMENTS.

**UTILITY** - Tracks, overhead or underground wires, pipelines, conduits, ducts, or structures, sewers or storm drains owned, operated, or maintained in or across a public right-of-way or private easement, whether existing or proposed.

**WASTE** – Any objects encountered during excavation or clear and grub operations that are not dirt , vegetation, or litter.

**WORK** - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the CONTRACT DOCUMENTS. WORK is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the CONTRACT DOCUMENTS.

**WORKING DAY** - A working day is defined as any day, except as follows:

- (A) Saturdays, Sundays, and Legal Holidays.
- (B) Days on which CONTRACTOR is prevented by inclement weather or conditions resulting immediately therefrom, adverse to the current controlling operation or operations as determined by the ENGINEER, from proceeding with at least 75 percent of the normal labor and equipment force engaged on such operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations.

The CONTRACT TIME shall be considered as of the essence to the CONTRACT.

**WORK DIRECTIVE CHANGE** - A written directive to CONTRACTOR, issued on or after the EFFECTIVE DATE OF THE AGREEMENT and signed by the DIRECTOR ordering an addition, deletion or revision in the WORK, or responding to differing or unforeseen physical conditions under which the WORK is to be performed, or to emergencies. A WORK DIRECTIVE CHANGE may not change the CONTRACT PRICE or the CONTRACT TIME but may lead to a subsequently issued CONTRACT CHANGE ORDER following negotiations by the parties as to its effect, if any, on the CONTRACT PRICE or CONTRACT TIME.

## SECTION 2 - BID RESPONSE REQUIREMENTS AND CONDITIONS

### 2-1 APPROXIMATE ESTIMATE

The quantities given in the Notice to Contractors, BID, and CONTRACT are approximate only, being given as a basis for the comparison of BIDS. The COUNTY does not, expressly or by implication, agree that the actual amount of WORK will correspond therewith. The COUNTY also reserves the right to increase or decrease the amount of any class or portion of the WORK, or to delete any portion of the WORK, as may be deemed necessary or advisable by the ENGINEER.

### 2-2 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK

The BIDDER shall carefully examine the site of the WORK contemplated, as well as the BID, PLANS, SPECIFICATIONS, and CONTRACT DOCUMENTS therefor.

The submission of a BID shall be conclusive evidence that the BIDDER has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of WORK to be performed, the quantities of materials to be furnished, and as to the requirements of the BID, PLANS, SPECIFICATIONS, and CONTRACT.

Where the DEPARTMENT has made investigations of site conditions including subsurface conditions in areas where WORK is to be performed under the CONTRACT, or in other areas, some of which may constitute possible local material sources, such investigations are made only for the purpose of study and design. Where such investigations have been made, BIDDERS or CONTRACTORS may, upon written request, inspect the records of the DEPARTMENT as to such investigations subject to and upon the conditions hereinafter set forth. Such inspection of records may be made at the office of the DEPARTMENT.

The records of such investigations are not a part of the CONTRACT and are shown solely for the convenience of the BIDDER or CONTRACTOR. It is expressly understood and agreed that the COUNTY assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations thus made, the records thereof, or of the interpretations set forth therein or made by the DEPARTMENT in its use thereof, and there is no warranty or guaranty either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unlooked-for developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.

When a log of test borings or other record of geotechnical data obtained by the DEPARTMENT'S investigation of subsurface conditions is included with the PLANS, it is expressly understood and agreed that said record does not constitute a part of the CONTRACT, represents only the opinion

of the DEPARTMENT as to the character of the materials or the conditions encountered by it in its investigations, is included in the PLANS only for the convenience of BIDDERS and its use is subject to all of the conditions and limitations set forth in this Section 2-2.

When contour maps are used in the design of the project, the BIDDERS may inspect such maps, and if available, they may obtain copies for their use.

The availability or use of information described in this Section 2-2 is not to be construed in any way as a waiver of the provisions of the first paragraph in this Section 2-2, and a BIDDER or CONTRACTOR is cautioned to make such independent investigation and examination as CONTRACTOR deems necessary to satisfy himself as to conditions to be encountered in the performance of the WORK and with respect to possible local material sources, the quality and quantity of material available from such property, and the type and extent of processing that may be required in order to produce material conforming to the requirements of the SPECIFICATIONS.

No information derived from such inspection of records of investigations or compilation thereof made by the DEPARTMENT, or from the ENGINEER, or his assistants, will in any way relieve the BIDDER or CONTRACTOR from any risk or from properly fulfilling the terms of the CONTRACT.

## 2-3 BIDDER'S BID

All BIDS shall be made upon blank forms provided in Section 5 of this document. The BIDDER shall submit a BID on these forms. BIDS submitted on forms other than the one issued to the BIDDER will be disregarded. The BID shall set forth for each item of WORK, in clear legible figures, the item price and total for each item. The BIDDER shall fill out all blanks in the BID FORM as therein required.

The BID FORM, BONDS, and AGREEMENT are bound separately from the Notice to Contractors, GENERAL PROVISIONS, SPECIAL PROVISIONS, TECHNICAL PROVISIONS, and PLANS. No part of the BID FORM, BONDS, and AGREEMENT booklet shall be detached therefrom. The page numbers of each bound document are numbered sequentially, and by submitting its BID, the BIDDER certifies that BIDDER has received and reviewed all pages.

The BID RESPONSE must be signed with the full name of a person duly authorized by the BIDDER to obligate or bind the entity.; if a partnership, by a member of the firm; if a limited partnership, by a general partner; if a corporation, by the appropriate officer thereof in the corporate name with the seal attached. When BIDS are signed by an agent other than the officer or officers of a corporation authorized to sign contracts on its behalf, or a member of a partnership, a "Power of Attorney" must be on file with the COUNTY prior to opening bids or shall be submitted with the BID. All BIDS otherwise submitted may be rejected as irregular and unauthorized.

The BID shall consist of:

2-3.1 BIDDER'S Statement of Financial Responsibility, Technical Ability and Experience.

- i. Form for this response is located in Section 5-1 of this document.
- ii. The Bidder is required to state its financial responsibility, technical ability, and what work of a similar character to that included in the proposed Contract he or she has successfully performed and give reference which will enable the Board of Supervisors to judge his or her responsibility, experience, skill, and business standing.
- iii. **Note to General Contractors; Joint Apprenticeship Committee Participation Requirement:** The County adopted a policy that one of requirements to be deemed a responsive bidder is that when submitting a bid at or in excess of one-million dollars the bidder must then be participating in a joint apprenticeship committee on public works projects. The California Department of Industrial Relations defines a joint apprenticeship committee as a committee made up of equal number of members from labor and management. **Bidders submitting bids at or in excess of one-million dollars must complete a California Department of Industrial Relations' DAS-7 form that documents the bidder's participation in a joint apprenticeship committee. Bids that are not accompanied by such proof of participation will be rejected. The County will verify participation prior to the award.**

- 2-3.2 BIDDER'S Debarment and Suspension
  - i. Form for this response is located in Section 5-2 of this document.
- 2-3.3 BIDDER'S List of Subcontractors
  - i. Form for this response is located in Section 5-3 of this document.
- 2-3.4 BIDDER'S Noncollusion Declaration.
  - i. Form for this response is located in Section 5-4 of this document.
- 2-3.5 BIDDER'S Iran Contracting Act Certification
  - i. Form for this response is located in Section 5-5 of this document.
- 2-3.6 BIDDER'S Public works Contractor Registration Certification
  - i. Requirements of this certification may be located in section 8-1.7 of this document.
- 2-3.7 BIDDER'S Bid Guarantee
  - i. Form for this response is located in Section 5-6 of this document.
- 2-3.8 BIDDER'S Authorized Signature
  - i. Form for this response is located in Section 5-10 of this document.
- 2-3.9 California Environmental Quality Act Requirements

This project may include an environmental analysis as required by the California Environmental Quality Act and an analysis of the greenhouse gas emission potential from project implementation. BIDDERS will complete a cost estimate, phasing plan, and plans for operation and maintenance.

The COUNTY has not predetermined the outcome of the environmental analysis and will exercise its independent judgment when making any final determination as to the appropriate level of environmental review. For purposes of submitting a proposal, respondents should assume that the project will qualify for the following categorical exemption provided under CEQA Guidelines:

- o New Construction or Conversion of Small Structures (CEQA Guidelines Section 15303)

As part of the scope of work, the BIDDER should provide a technical memorandum to support the applicability of one or more of the potential categorical exemptions.

#### 2-3.10 BIDDER'S Bid

- i. The Bidder shall prepare and submit a Bid. The Bid requires the following information:
  - a. Bid Schedule (this form is located in Section 5-7)
  - b. Bidder must submit all forms located in Section 5 of this document)

Failure to furnish any of the above may result in rejection of the BID.

All BIDS shall be submitted as directed in the Notice to Contractors under sealed cover conspicuously marked as a BID and identifying the project to which the BID relates and the date of the bid opening therefor. BIDS which are not properly marked or sealed may be disregarded.

#### 2-4 REJECTION OF BIDS

The COUNTY reserves the right to reject any or all BIDS. BIDS may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

#### 2-5 BID GUARANTY

All BIDS shall be accompanied by cash, cashier's check, certified check, or bidder's bond, made payable to the County of Yolo. The amount of said requirement shall be not less than ten (10%) percent of the amount of the attached BID. The bidder's bond shall be executed by a corporation, as surety, authorized to issue surety bonds in the State of California. This requirement is a guaranty that, if awarded the CONTRACT, the BIDDER will sign the CONTRACT to do the WORK. In the event of the BIDDER'S failure to sign the CONTRACT, after such award for the WORK, the cash, check or bidder's bond shall be forfeited to the COUNTY.

#### 2-6 WITHDRAWAL OF BIDS

Any BID may be withdrawn at any time prior to the hour fixed in the Notice to Contractors for the opening of BIDS. A written request for the withdrawal of the BID shall be filed with the County Clerk and shall be executed by the BIDDER or his duly authorized representative. The withdrawal of a BID shall not prejudice the right of a BIDDER to file a new BID.

Whether or not the BIDS are opened exactly at the time fixed in the Notice to Contractors, a BID will not be received after that time, nor may any BID be withdrawn after the BID opening time.

## 2-7 PUBLIC OPENING OF BIDS

BIDS will be opened and read publicly at the time and place indicated in the Notice to Contractors or as revised by issuance of Addendum. BIDDERS are invited to be present.

## 2-8 BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY, TECHNICAL ABILITY, AND EXPERIENCE

A record of the BIDDER'S experience in construction of a type similar to that contemplated under this CONTRACT shall be set forth in the BID. It is the intent of the COUNTY to award the CONTRACT to the BIDDER who furnishes satisfactory evidence of having the requisite experience and ability to enable him to prosecute the WORK successfully and properly, as well as to complete it within the time named in the CONTRACT.

To determine the degree of responsibility to be credited to the BIDDER the COUNTY will weigh evidence that the BIDDER has satisfactorily performed other contracts of like nature, magnitude, and comparable difficulty and rates of progress.

Additional Satisfactory Evidence shall be defined in Section 11-4, "Submissions of Bids and Award of Contract".

For bids more than One Million Dollars (\$1,000,000), the CONTRACTOR must provide proof to show compliance with Section 8-1.5.

## 2-9 BIDDER'S STATEMENT OF SUBCONTRACTORS

Each BIDDER making a BID to perform WORK described in these SPECIFICATIONS shall comply with the requirements of the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 et seq.), which forbids shopping and bid peddling and requires accurate listing of certain SUBCONTRACTORS.

The BID shall set forth the name and location of the place of business, California contractor license number, and Department of Industrial Relations registration number of each SUBCONTRACTOR who will perform work or labor, or render service to the CONTRACTOR, in or about the construction of the work or improvement, or a SUBCONTRACTOR licensed by the State of California who, under subcontract to the CONTRACTOR, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the PLANS and SPECIFICATIONS, and the portion of the WORK which will be done by each SUBCONTRACTOR. This listing is required for SUBCONTRACTORS who will perform work or labor or render service of a value of more than one-half (1/2%) percent of the BIDDER's total bid amount, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 (1%) percent of the BIDDER's total bid or ten thousand dollars (\$10,000), whichever is greater.

Should CONTRACTOR violate any of the provisions of the Subletting and Subcontracting Fair Practices Act, such violation shall be deemed a breach of the CONTRACT. The COUNTY shall have all remedies provided by California law, including but not limited to those provided in Public Contract Code section 4110, allowing termination of the CONTRACT or a penalty assessment of ten (10%) percent of the subcontract.

## 2-10 ADDENDA

The COUNTY may, when it deems necessary, issue ADDENDA to the PLANS and SPECIFICATIONS to amend, clarify, or correct matter contained therein. Such ADDENDA shall constitute a part of said PLANS and SPECIFICATIONS and shall be equally binding with them. ADDENDA shall be forwarded to all prospective BIDDERS.

## 2-11 PROTESTS

The COUNTY encourages BIDDERS to resolve issues regarding requirements or the procurement process through written correspondence and discussions. The COUNTY is committed to fostering relationships with its BIDDERS to encourage an ongoing pursuit to fulfill requirements.

### 2-11.1 PROTEST PROCEDURES:

All protests shall be written under the BIDDER's letterhead and submitted in accordance with the provisions stated herein. Protests may be submitted by mail or electronic mail. Protests submitted by facsimile will not be accepted. All protests must be addressed and submitted to the Manager of Procurement. All protests shall include at minimum the following information:

- a) The name, address, and telephone number of the BIDDER;
- b) The signature of the BIDDER or BIDDER's representative;
- c) The solicitation title and response due date;
- d) Name of COUNTY employee designated as the RFP/IFB Coordinator;
- e) Identification of the COUNTY determination, recommendation, requirement, or specification being protested or statute or procedure that is alleged to have been violated;
- f) A detailed statement identifying the legal and/or factual grounds of the protest and all documentation supporting the BIDDER's position;
- g) The form of relief requested.

The contact information for the Manager of Procurement is as follows:

Manager of Procurement  
Yolo County General Services Department  
120 West Main Street, Suite G  
Woodland, CA 95695-3490

BIDDER's failure to comply with these procedures and time limits in this Section shall constitute a failure to exhaust administrative remedies and a waiver of any right to further protest, including filing a Government Code Claim or legal proceedings.

The Manager of Procurement will review the materials in connection with the protest, assess the merits of the protest, and provide a written decision on the protest. The Manager of Procurement's decision is final.

#### 2-11.2 PROTEST OF CONTRACT DOCUMENTS:

BIDDERS who are concerned regarding irregularities or lack of clarity in the CONTRACT DOCUMENTS should bring such concerns to the attention of the COUNTY. Notice shall be provided prior to the closing date and time of the designated question and answer period in the Notice to Contractors.

Notice must be clearly marked "Notice of Protest of Contract Documents". No protest shall be considered after the deadline stated above.

BIDDERS who fail to do so forfeit all rights to protest a solicitation or any subsequent award based on the CONTRACT DOCUMENTS of this solicitation. In the event the protest is denied and the BIDDER wishes to continue in the solicitation process, they must still submit a BID prior to the close of the solicitation.

#### 2-11.3 PROTEST OF BID:

Protests, including those related to another BIDDER, must be received by electronic mail or hard copy no later than 4:00 PM PST five (5) business days after the bid opening date. Notice must be clearly marked "Notice of Bid Protest". A review may be granted if the protest is received within the specified time and the protest is from a BIDDER. Throughout the review process, the COUNTY has no obligation to delay or otherwise postpone an award of a contract based on a protest. Only those bidders that submitted a bid are eligible to protest the Notice of Intent to Award.

### 2-12 INSURANCE REQUIREMENTS

- a. During the term of this Contract, Contractor shall at all times maintain, at its expense, the following coverages and requirements:
  - i. Minimum Scope of Insurance – Coverage shall be at least as broad as the latest version of the following:
    1. Commercial General Liability: Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Contract, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.
    2. Automobile Liability: Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.

3. **Workers' Compensation and Employers' Liability:** Workers' Compensation insurance as required by the State of California and Employers' Liability.
  4. **Professional Liability (Errors and Omissions) (If applicable, see below)**
- ii. **Minimum Limits (as applicable) - Insurance coverage shall be with limits not less than the following:**
1. **Commercial General Liability** – \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).
  2. **Automobile Liability** – \$1,000,000 per accident for bodily injury and property damage
  3. **Professional Liability/Malpractice/Errors and Omissions** –\$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, or other professional contractors, such as computer and software designers the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
  4. **Workers' Compensation – Statutory Limits/Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Contract; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

- iii. **Other Insurance Provisions**
1. **Additional Insured Status** - The County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or in behalf of the Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]
  2. **Primary Coverage** - The Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the County.
  4. **Waiver of Subrogation** – Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractors may acquire against the County by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- iv. The limits of Insurance required in this Contract may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.
  - v. Said policies shall remain in force through the life of this Contract and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Contract and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
  - vi. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Contract, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Contract as set forth above are available throughout the performance of this Contract.
  - vii. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
  - viii. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
  - ix. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Contract.
  - x. For any claims relating to this Contract, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

- b. Prior to commencing services pursuant to this Contract, Contractor shall furnish the County with original policies or endorsements reflecting coverage required by this Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- c. During the term of this Contract, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- d. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Contract including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/and or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Contract prior to commencement of any work and General Contractor/and or Contractor will provide proof of compliance to the County of Yolo. (Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).
- e. Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Contract, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

## SECTION 3 - AWARD AND EXECUTION OF CONTRACT

### 3-1 AWARD OF CONTRACT

The COUNTY reserves the right to reject any and all BIDS.

The award of the CONTRACT, if it be awarded, will be to the lowest responsible BIDDER whose BID complies with all the requirements prescribed. Such award, if made, will be made within sixty (60) days after the opening of BIDS. If the lowest responsible BIDDER refuses or fails to execute the CONTRACT, the BOARD OF SUPERVISORS may award the CONTRACT to the second lowest responsible BIDDER. Such award, if made, will be made within ninety (90) days after the opening of the BIDS. If the second lowest responsible BIDDER refuses or fails to execute the CONTRACT, the BOARD OF SUPERVISORS may award the CONTRACT to the third lowest responsible BIDDER. Such award, if made, will be made within one-hundred twenty (120) days after the opening of the BIDS. The periods of time specified above within which award of CONTRACT may be made shall be subject to extension for such further period as may be agreed upon in writing between the COUNTY and the BIDDER concerned.

All BIDS will be compared based on the ENGINEER's ESTIMATE of the quantities of WORK to be done.

### 3-2 EXECUTION OF CONTRACT

The CONTRACT shall be signed in duplicate by the successful BIDDER and returned, together with the required Certification of Insurances (COI), within ten (10) days, not including Sundays and legal holidays, after the BIDDER has received notice that the CONTRACT has been awarded.

### 3-3 CONTRACT BONDS

Within (10) ten days of the award of the CONTRACT by the BOARD OF SUPERVISORS, CONTRACTOR shall file with the COUNTY a performance bond and a payment bond. The BONDS shall be executed by a surety, authorized to do business in the State of California, and shall be acceptable to the COUNTY. The performance bond shall be equal to one hundred (100%) percent of the CONTRACT price. The payment bond shall be equal to one hundred (100%) percent of the CONTRACT price. All BONDS shall be in United States dollars. All BONDS shall be furnished on forms provided by the COUNTY as included in the CONTRACT and bid documents.

No change or alteration of the WORK or modification of the CONTRACT DOCUMENTS between the COUNTY and CONTRACTOR shall release or exonerate any surety or sureties upon said BONDS. For the purpose of protecting the COUNTY against any failure of CONTRACTOR to perform the CONTRACT and make full payment thereunder for all WORK done and materials furnished, the principal and sureties on said BONDS, in consideration of the approval thereof by

the COUNTY, shall expressly recite and covenant therein that if, in the opinion of the COUNTY, any change of the conditions surrounding said WORK, any increase in the total amount of cost thereof, or any diminution of the security furnished by said BONDS renders the same insufficient, such additional security as may be required by the COUNTY shall be furnished by the principal on said BONDS within ten (10) days after notice of such requirement, and that default in the furnishing of such additional security shall be deemed a breach of the CONTRACT on the part of CONTRACTOR, and that no change in the CONTRACT DOCUMENTS and no agreement for reduced, added, or extra WORK in accordance with the provisions therefore, whether with or without notice to, or consent by, the sureties, shall relieve any of the parties to said BONDS.

### 3-4 FAILURE TO EXECUTE CONTRACT

Failure of the lowest responsible BIDDER, the second lowest responsible BIDDER, or the third lowest responsible BIDDER to execute the CONTRACT, provide acceptable BONDS, and file insurance as provided herein within ten (10) Business Days, after such BIDDER has received notice that the CONTRACT has been awarded to them shall be just cause for the forfeiture of the BID GUARANTY. The successful BIDDER may file with the DIRECTOR a written notice, signed by the BIDDER or their authorized representative, specifying that the BIDDER will refuse to execute the CONTRACT if presented to them. The filing of such notice shall have the same force and effect as the failure of the BIDDER to execute the CONTRACT and furnish acceptable BONDS and insurance certification within the time herein before prescribed.

### 3-5 RETURN OF BID GUARANTIES

Within ten (10) Business Days after the award of the CONTRACT to the lowest responsible BIDDER, the COUNTY will return the BID GUARANTY to each BIDDER that is not to be further considered in making the award but will continue to retain the BID GUARANTY submitted by the first, second, and third lowest BIDDERS. Each BID GUARANTY will be held until the CONTRACT has been executed, after which each BID GUARANTY, except any BID GUARANTY which has been forfeited, will be returned to the respective BIDDERS whose BIDS they accompany.

### 3-6 CONTRACTOR'S GUARANTY

Unless otherwise specified in the CONTRACT DOCUMENTS, CONTRACTOR shall unconditionally guaranty all materials, workmanship, and equipment against defect for a period of one (1) calendar year, commencing on the date of recordation of the Notice of Completion.

During this unconditional guaranty period, the CONTRACTOR shall, upon the receipt of notice in writing from the COUNTY, promptly make all repairs caused by defective materials, workmanship, or equipment.

By executing the CONTRACT, CONTRACTOR agrees that the COUNTY is authorized to provide for such repairs if, ten (10) days after receipt of written notice from the COUNTY, the CONTRACTOR has failed to make or undertake, with due diligence, the repairs. In the case of an emergency where, in the opinion of the ENGINEER, delay could cause serious loss or damage, repairs may be made by the COUNTY without notice being sent to CONTRACTOR, and all expense associated therewith shall be charged to CONTRACTOR.

The contract bonds furnished in accordance with Section 3-3, "Contract Bonds," of these SPECIFICATIONS must remain in full force and effect during the guarantee period and the obligations of the surety shall continue as long as any obligation of CONTRACTOR remains.

In the case of conflict between this guaranty provision and any warranty provision included in the CONTRACT, the most advantageous provisions to the COUNTY will apply.

Nothing in this Section shall be construed to be a waiver of any additional rights or remedies available to the COUNTY through local, State, and Federal ordinances and codes.

### 3-7 PRE-CONSTRUCTION CONFERENCE

Prior to start of construction, a conference will be called for the purpose of reviewing the construction program with CONTRACTOR. At this conference the sequence of WORK, methods of access to the construction site, and temporary facilities shall be agreed upon by CONTRACTOR and ENGINEER. Coordination of utilities within the project limits, including relocations and maintenance of existing facilities and additions thereto, shall be confirmed in writing by utility representatives and CONTRACTOR at this conference or within five (5) WORKING DAYS thereafter.

CONTRACTOR will provide a Schedule of Values for the project at the Pre-Construction Conference. The COUNTY will communicate number of copies to the CONTRACTOR prior to the meeting.

### 3-8 WEEKLY RISK REPORTING SYSTEM

The CONTRACTOR will be required to submit a weekly report documenting risks, action items, outstanding issues etc. on the project. The Weekly Risk Report (WRR) will be in the format provided by the COUNTY and the CONTRACTOR will receive training on its use prior to award execution of the contract. This is a tool for the COUNTY in analyzing the performance of the project based on risk. The report is expected to take minimal effort from the CONTRACTOR (approximately 5 minutes per week). The weekly report does not substitute or eliminate weekly progress reports or any other traditional reporting systems or meetings that the CONTRACTOR may do. The COUNTY reserves the right to request more frequent submission and to request modifications to the submittal format.

All the aforementioned requirements shall be tied to actual payment of invoices by the COUNTY. If the awarded contractor fails to meet any of these requirements in a prompt and timely manner, the COUNTY reserves the right to withhold payment of one or more invoices until satisfactory compliance occurs. If compliance does not occur within thirty (30) calendar days of the COUNTY's written request to comply, the COUNTY may apply a penalty not to exceed \$200 a day (to be applied to current and future invoices), for each day after the initial thirty (30) days, until satisfactory compliance occurs.

### 3-9 POST PROJECT EVALUATION

Upon completion of the project, the CONTRACTOR will be evaluated based on their performance on the project. This includes (but is not limited to): overall quality, ability to manage the project, ability to minimize complaints, ability to minimize COUNTY efforts, ability to minimize project delays, ability to minimize cost increases, and submission of accurate weekly reports.

## SECTION 4 - SCOPE OF WORK AND CHANGES

### 4-1 INTENT OF PLANS AND SPECIFICATIONS

The intent of the PLANS and SPECIFICATIONS is to prescribe the details for the construction and completion of the WORK, which the CONTRACTOR agrees to perform in accordance with the terms of the CONTRACT. Where the PLANS and SPECIFICATIONS describe portions of the WORK in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, CONTRACTOR shall furnish all labor, materials, tools, equipment, and incidentals, and do all the Work involved in executing the CONTRACT in a satisfactory and expert manner. The WORK performed under the CONTRACT shall result in a complete operating system in satisfactory working condition with respect to the functional purposes of the installation, and no extra compensation will be allowed for anything omitted but fairly implied.

### 4-2 CONFORMANCE WITH CODES AND STANDARDS

All WORK and materials shall be in full accordance with the latest adopted standards and regulations of the State Fire Marshal; the California Building Code; Title 24 of the California Administrative Code; the California Electrical Code; the California Plumbing Code; and other applicable codes, laws, or regulations. Nothing in these PLANS or SPECIFICATIONS is to be construed to permit WORK not conforming to these requirements. When the WORK detailed in the PLANS and SPECIFICATIONS differs from governing codes, CONTRACTOR shall furnish and install the higher standard called for.

### 4-3 CHANGES AND EXTRA WORK

The COUNTY reserves the right to make alterations, deviations, additions to, or deletions from the PLANS and SPECIFICATIONS. This includes the right to increase or decrease the quantity of any item or portion of the WORK or to delete any item or portion of the WORK, as determined by the ENGINEER to be necessary or advisable. The ENGINEER may also require EXTRA WORK as deemed necessary for the proper completion or construction of the whole WORK contemplated.

Any such changes will be set forth in a CONTRACT CHANGE ORDER. It will specify, in addition to the WORK to be done in connection with the change made, adjustment of CONTRACT TIME, if any, and the basis of compensation for such work. A CONTRACT CHANGE ORDER will not become effective until approved by the DIRECTOR or BOARD OF SUPERVISORS, as applicable. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the CONTRACT, and shall be subject to all terms, conditions, and provisions of the original CONTRACT.

Upon receipt of an approved CONTRACT CHANGE ORDER, CONTRACTOR shall proceed with the ordered WORK. If ordered in writing by the ENGINEER, CONTRACTOR shall proceed with the WORK, so ordered, prior to actual receipt of an approved CONTRACT CHANGE ORDER therefor.

Any alterations, extensions of time, EXTRA WORK, or any other changes may be made without securing consent of the CONTRACTOR's surety or sureties.

When the compensation for an item of WORK is subject to adjustment under the provisions of this Section, the CONTRACTOR shall, upon request, furnish the ENGINEER with adequate detailed cost data for such item of WORK. If the CONTRACTOR requests an adjustment in compensation for an item of WORK as provided in Sections 4-3.3.1 or 4-3.3.2, such cost data shall be submitted with his request.

#### 4-3.1 PROCEDURE AND PROTEST

The COUNTY may direct changes in the WORK be delivering a WORK DIRECTIVE CHANGE. To the extent the WORK DIRECTIVE CHANGE results in a change to compensation or time, CONTRACTOR must timely request a CONTRACT CHANGE ORDER and comply with all change order procedures in accordance with this Section. Notwithstanding issuance of a WORK DIRECTIVE CHANGE, CONTRACTOR's failure to timely request a CONTRACT CHANGE ORDER shall constitute a waiver by CONTRACTOR of any adjustment to compensation or time extension for WORK performed under the directive. The COUNTY shall not be liable to CONTRACTOR for WORK performed or omitted by CONTRACTOR in reliance on verbal orders.

If CONTRACTOR intends to initiate a CONTRACT CHANGE ORDER, then CONTRACTOR shall provide the COUNTY with written notice of the underlying facts and circumstances that give rise to the proposed change. CONTRACTOR shall submit the notice of change/delay prior to performance of the work and no later than five (5) days after CONTRACTOR discovers the circumstances causing the need for the CONTRACT CHANGE ORDER. To be considered valid and complete, the notice of change/delay shall include a general statement of the circumstances giving rise to the notice of change/delay and a reasonable order of magnitude estimate of the additional costs and/or time. If the circumstances give rise to both a cost adjustment and time extension, CONTRACTOR shall submit the notice of change and notice of delay concurrently.

CONTRACTOR shall submit a formal written request for a CONTRACT CHANGE ORDER for any adjustment to CONTRACTOR's compensation and/or any extension of time. The CONTRACT CHANGE ORDER request shall be made prior to incurring any expense and within fourteen (14) days from either CONTRACTOR'S notice of change/delay or the COUNTY's WORK DIRECTIVE CHANGE ordering the change.

- a. The change order request shall include all of the following information (unless inapplicable to the change):
  - i. A detailed description of the circumstances giving rise to the request;

- ii. A complete itemized cost bid;
- iii. Supporting documentation for all costs;
- iv. A time impact analysis showing the impact of the delay to the critical path to completion;
- v. If any added costs or information cannot be determined at the time of the change order request, the reason the costs or information cannot be determined at the time; and
- vi. Certification to the accuracy of the change order request under penalty of perjury.

If the COUNTY denies the change order request or disagrees with the bid submitted by CONTRACTOR, the COUNTY will notify the CONTRACTOR, and the COUNTY will provide its opinion of the appropriate price and/or time extension. If no agreement can be reached, the COUNTY shall have the right to order the work performed on a time-and-material basis by CONTRACT CHANGE ORDER or to issue a unilateral CONTRACT CHANGE ORDER setting forth the COUNTY'S determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. The COUNTY's determination shall become final and binding if the CONTRACTOR fails to submit a claim in writing to the COUNTY within fourteen (14) days of the issuance of the unilateral CONTRACT CHANGE ORDER, disputing the terms of the unilateral CONTRACT CHANGE ORDER and providing such supporting documentation for its position as the COUNTY may reasonably require.

**CONTRACTOR'S FAILURE TO PROVIDE A COMPLETE AND TIMELY NOTICE OF CHANGE/DELAY AND/OR CHANGE ORDER REQUEST, OR TO COMPLY WITH ANY OTHER REQUIREMENT OF THIS SECTION, SHALL CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH CHANGE BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.**

CONTRACTOR recognizes and acknowledges that timely submission of a formal written notice of change/delay and change order request, whether or not the circumstances of the change may be known to the COUNTY or available to the COUNTY through other means, is not a mere formality but is of crucial importance to the ability of the COUNTY to promptly identify, prioritize, evaluate and mitigate the potential effects of changes. Any form of informal notice, whether verbal or written (including, without limitation, statements in requests for information, statements at regular job meetings or entries on monthly reports, daily logs, or job meeting minutes), that does not strictly comply with the formal requirements of this Section, shall accordingly be insufficient.

A CONTRACT CHANGE ORDER signed by the CONTRACTOR indicates the CONTRACTOR's agreement therewith, including any adjustment in compensation or extension of time, and the full and final settlement of all costs (direct, indirect, and overhead) related to the work authorized by the CONTRACT CHANGE ORDER.

The COUNTY may designate the forms to be used for notices, requests, and CONTRACT CHANGE ORDER. If so designated, CONTRACTOR may only use such forms. CONTRACTOR shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the CONTRACT CHANGE ORDER. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The CONTRACTOR may not change or modify the COUNTY'S CONTRACT CHANGE ORDER form in an attempt to reserve additional rights.

#### 4-3.2 DETERMINING ADJUSTMENTS TO COMPENSATION

CONTRACTOR shall not be entitled to any compensation for work subject to a CONTRACT CHANGE ORDER except as expressly set forth in this Section. The mark-up added in instances of EXTRA WORK shall constitute the entire amount of profit, any mark-ups, any field or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such EXTRA WORK.

Adjustments, if any, in the amount to be paid CONTRACTOR by reason of any modifications of the WORK as set forth in the CONTRACT CHANGE ORDER, shall be determined by one or more of the following methods as elected by the ENGINEER:

- A. Lump Sum Price - By an acceptable lump sum bid from CONTRACTOR.
- B. Unit Prices - By unit prices fixed by agreement between the COUNTY and CONTRACTOR.
- C. Force Account - By ordering CONTRACTOR to proceed with the EXTRA WORK and to keep and present in such form as the ENGINEER may direct, a correct account of the cost of the change, together with all vouchers therefor.

Estimates for Lump Sum Price and Unit Prices, and accounting for Force Account shall be limited to direct expenditures necessitated specifically by the change and shall be segregated as set forth in Section 4-4 Force Account Payment.

#### 4-3.3 INCREASED OR DECREASED QUANTITIES

If the total pay quantity of any item of WORK required under the CONTRACT varies from the ENGINEER's ESTIMATE by 25 percent or less, payment will be made at the CONTRACT unit price. This calculation may result in either an additive or deductive CONTRACT CHANGE ORDER. Because CONTRACT unit price includes overhead and profit as determined by CONTRACTOR at the time of its bid submission, no mark up or deduction for overhead and profit will be allowed.

If the total pay quantity of any item of WORK required under the CONTRACT varies from the ENGINEER's ESTIMATE by more than 25 percent, in the absence of an executed CONTRACT CHANGE ORDER specifying the compensation to be paid, the compensation payable to the CONTRACTOR will be determined in accordance with Sections 4-3.3.1, 4-3.3.2, or 4-3.3.3, as applicable.

#### 4-3.3.1 INCREASES OF MORE THAN 25 PERCENT

Should the total pay quantity of any item of WORK required under the CONTRACT exceed the ENGINEER's ESTIMATE by more than 25 percent, the WORK in excess of 125 percent of such estimate and not covered by an executed CONTRACT CHANGE ORDER specifying the compensation to be paid therefor, will be paid for by adjusting the CONTRACT unit price, as hereinafter provided, or at the option of the ENGINEER, payment for the WORK involved in such excess will be made on the basis of force account as provided in Section 4-4.

Such adjustment of the CONTRACT unit price will be the difference between the CONTRACT unit price and the actual unit cost, which will be determined as hereinafter provided, of the total pay quantity of the item. If the costs applicable to such item of WORK include fixed costs, such fixed costs will be deemed to have been recovered by CONTRACTOR by the payments made for 125 percent of the ENGINEER's ESTIMATE of the quantity of such item, and in computing the actual unit cost, such fixed costs will be excluded. Subject to the above provisions, such actual unit cost will be determined by the ENGINEER in the same manner as if the WORK were to be paid for on a force account basis as provided in Section 4-4, or such adjustment will be as agreed to by CONTRACTOR and the ENGINEER.

When the compensation payable for the number of units of an item of WORK performed in excess of 125 percent of the ENGINEER's ESTIMATE is less than \$5,000 at the applicable CONTRACT unit price, the ENGINEER reserves the right to make no adjustment in said price, except that an adjustment will be made if requested in writing by CONTRACTOR.

#### 4-3.3.2 DECREASES OF MORE THAN 25 PERCENT

Should the total pay quantity of any item of WORK required under the CONTRACT be less than 75 percent of the ENGINEER's ESTIMATE, an adjustment in compensation pursuant to this Section will not be made unless CONTRACTOR so requests in writing. If CONTRACTOR so requests, the quantity of said item performed, unless covered by an executed CONTRACT CHANGE ORDER specifying the compensation payable therefor, will be paid for by adjusting the CONTRACT unit price as hereinafter provided. At the option of the ENGINEER, payment for the quantity of WORK of such item performed will be made on a force account basis as provided in Section 4-4, provided however, that in no case shall the payment for such WORK be less than that which would be made at the CONTRACT unit price.

Such adjustment of the CONTRACT unit price will be the difference between the CONTRACT unit price and the actual unit cost, which will be determined as hereinafter provided, of the total pay quantity of the item, including fixed costs. Such actual unit cost will be determined by the

ENGINEER in the same manner as if the WORK were to be paid for on a force account basis as provided in Section 4-4; or such adjustment will be as agreed to by CONTRACTOR and the ENGINEER.

The payment for the actual pay quantity of any such item of WORK will in no case exceed the payment which would be made for the performance of 75 percent of the ENGINEER's ESTIMATE of the quantity for such item at the original CONTRACT unit price.

#### 4-3.3.3 ELIMINATED ITEMS

Should any CONTRACT item of the WORK be eliminated in its entirety, in the absence of an executed CONTRACT CHANGE ORDER covering such elimination, payment will be made to CONTRACTOR for actual costs incurred in connection with such eliminated CONTRACT item, if incurred prior to the date of notification in writing by the ENGINEER of such elimination.

If materials conforming to the PLANS and SPECIFICATIONS are ordered by CONTRACTOR for the eliminated item prior to the date of notification of such elimination by the ENGINEER, and if orders for such material cannot be cancelled, it will be paid for at the actual cost to the CONTRACTOR. In such case, the material paid for shall become the property of the COUNTY and the actual cost of any further handling will be paid for. If the material is returnable to the supplier and if the ENGINEER so directs, the material shall be returned, and CONTRACTOR will be paid for the actual cost of charges made by the supplier for returning the material. Payment will be made for the actual cost of handling returned material.

Payment for the actual costs or charges as provided in this Section 4-3.3.3 will be computed in the same manner as if the WORK were to be paid for on a force account basis as provided in Section 4-4.

#### 4-3.4 EFFECT OF EXTENSION OF TIME

The granting of an extension of CONTRACT TIME for the completion of the WORK on account of delays which in the judgment of the ENGINEER are unavoidable delays or granted in a CONTRACT CHANGE ORDER, shall in no way operate as a waiver on the part of the COUNTY of any of its rights under this CONTRACT.

### 4-4 FORCE ACCOUNT PAYMENT

When a CONTRACT CHANGE ORDER is to be paid for on a force account basis, the labor, materials, and equipment used in the performance of such WORK shall be subject to the approval of the ENGINEER, and compensation being determined as follows:

#### 4-4.1 WORK PERFORMED BY CONTRACTOR

CONTRACTOR will be paid the direct costs for labor, materials and equipment used in performing the work determined as hereinafter provided in this Section.

To the total of the direct costs computed for labor, materials and equipment, there will be added a markup of fifteen percent (15%) to the cost of labor, fifteen percent (15%) to the cost of materials, and fifteen percent (15%) to the equipment rental.

The above markups shall constitute full compensation for all overhead costs and profits, which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Sections 4-4.1.1, "Labor," 4-4.1.2, "Materials," and 4-4.1.3, "Equipment Rental." The total payment made as provided above shall be deemed to be the actual cost of such work to be borne by the COUNTY and shall constitute full compensation therefor.

When EXTRA WORK to be paid for on a force account basis is performed by a subcontractor by a CONTRACT CHANGE ORDER, an additional markup of five percent (5%) may be added to the total cost of that EXTRA WORK including all markups specified in this Section 4-4.1. The additional five percent (5%) markup shall reimburse the CONTRACTOR for additional administrative costs, and no other additional payment will be made by reason of performance of the EXTRA WORK by a Subcontractor.

#### 4-4.1.1 **LABOR**

CONTRACTOR will be paid the cost of labor for the workers including foremen when authorized by the ENGINEER, used in the actual and direct performance of the EXTRA WORK. The cost of labor, whether the employer is CONTRACTOR, SUBCONTRACTOR, or other forces, will be the sum of the following:

- A. **Actual Wages**  
The actual wages paid shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes. These wages for employees not employed full time on the WORK, shall be apportioned based on their time spent on the WORK.
- B. **Labor Surcharge**  
To the actual wages, as defined in Section 4-4.1.1A, will be added a labor surcharge set forth in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the EXTRA WORK is accomplished. The labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workers, other than actual.

#### 4-4.1.2 **MATERIALS**

The COUNTY reserves the right to furnish such materials as it deems advisable, and CONTRACTOR shall have no claims for costs and markup on such materials.

Only materials furnished by CONTRACTOR and necessarily used in the performance of the WORK will be paid for. The cost of such materials will be the cost to the purchaser, whether

CONTRACTOR, SUBCONTRACTOR, or other forces, from the Supplier thereof, except as the following are applicable:

- A. If a cash or trade discount by the actual supplier is offered or available to the purchaser, it shall be credited to the COUNTY notwithstanding the fact that such discount may not have been taken.
- B. If materials are procured by the purchaser by any method which is not a direct purchase from, and a direct billing, by the actual supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to the actual supplier as determined by the ENGINEER, plus the actual costs, if any, incurred in the handling of such materials.
- C. If the materials are obtained from the supply or source owned wholly or in part by the purchaser, the cost of such materials shall not exceed the price paid by the purchaser for similar materials furnished from said source on CONTRACT items, or the current wholesale price for such materials delivered to the job site, whichever price is lower.
- D. If the cost of such materials is, in the opinion of the ENGINEER, excessive, then the cost of such material shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned, delivered to the job site, less any discounts as provided in the above subsection A.
- E. If CONTRACTOR does not furnish satisfactory evidence of the cost of such materials from the actual supplier thereof, the cost shall then be determined in accordance with the above subsection D.

#### 4-4.1.3 **EQUIPMENT RENTAL**

CONTRACTOR will be paid for the use of equipment at the rental rates listed for such equipment in the edition of the Department of Transportation publication, "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the EXTRA WORK is accomplished, regardless of ownership and any rental or other agreement, if such may exist, for the use of such equipment entered into by CONTRACTOR. If it is deemed necessary by the ENGINEER to use equipment not listed in said publication, a suitable rental rate for such equipment will be established by the ENGINEER. CONTRACTOR may furnish any cost data which might assist the ENGINEER in the establishment of such rental rate.

The rental rate paid as above provided shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Operators of rented equipment will be paid for as provided in Section 4-4.1.1, "Labor."

All equipment shall, in the opinion of the ENGINEER, be in good working condition and suitable for the purpose for which the equipment is to be used.

Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer. Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$150 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor.

The rental time to be paid for equipment on the EXTRA WORK shall be the time the equipment is in operation on the EXTRA WORK being performed.

The following shall be used in computing the rental time of equipment on EXTRA WORK:

1. When hourly rates are listed, less than 30 minutes of operation shall be considered to be 1/2 hour of operation;
2. When daily rates are listed, less than four (4) hours of operation shall be considered to be 1/2 day of operation; and,
3. Rental time will not be allowed while equipment is inoperative due to breakdowns.

For the use of equipment moved in on the EXTRA WORK and used exclusively for EXTRA WORK paid for on a force account basis, CONTRACTOR will be paid for the cost of transporting the equipment to the location of the EXTRA WORK and its return to its original location, all in accordance with the following provisions:

1. The original location of the equipment to be hauled to the location of the EXTRA WORK shall be agreed to by the ENGINEER in advance;
2. The COUNTY will pay the costs of loading and unloading such equipment;
3. The cost of transporting equipment in low bed trailers shall not exceed the hourly rates charged by established haulers;
4. The cost of transporting equipment shall not exceed the applicable minimum established rates of the Public Utilities Commission;
5. Should the CONTRACTOR desire the return of the equipment to a location other than its original location, the COUNTY will pay the cost of transportation in accordance with the above provisions, provided such payment shall not exceed the cost of moving the equipment to the EXTRA WORK; and,
6. Payment for transporting and loading and unloading equipment, as above provided, will not be made if the equipment is used on the WORK in any other way than upon EXTRA WORK paid for on a force account basis.

#### 4-4.2 *RECORDS*

CONTRACTOR shall maintain project records in such a manner as to provide a clear distinction between the direct costs of a CONTRACT CHANGE ORDER and the costs of other operations.

From the above records, CONTRACTOR shall furnish the ENGINEER completed daily CONTRACT CHANGE ORDER WORK reports, for each day to be paid for on a force account basis. The daily CONTRACT CHANGE ORDER reports shall itemize the materials used and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the CONTRACTOR, SUBCONTRACTOR, or other forces. The daily CONTRACT CHANGE ORDER reports shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, the size, type, and identification number of equipment, and hours operated.

Material changes shall be substantiated by valid copies of suppliers' invoices. Such invoices shall be submitted with the daily CONTRACT CHANGE ORDER reports, or if not available, they shall be submitted with subsequent daily CONTRACT CHANGE ORDER reports. Should said supplier's invoices not be submitted within sixty (60) DAYS after the date of delivery of the material or within fifteen (15) DAYS after completion of the CONTRACT, whichever occurs first, the COUNTY reserves the right to establish the cost of such materials at the lowest current wholesale prices at which said materials are available, in the quantities concerned, delivered to the location of WORK, less any discounts provided in Section 4-4.1.2.A.

Said daily CONTRACT CHANGE ORDER reports shall be signed by CONTRACTOR or an authorized representative.

The ENGINEER will compare the COUNTY's records with the completed daily CONTRACT CHANGE ORDER reports furnished by the CONTRACTOR and make any necessary adjustments. When these daily CONTRACT CHANGE ORDER reports are agreed upon and signed by both parties said reports shall become the basis of payment for the EXTRA WORK performed but shall not preclude subsequent adjustment based on a later audit by COUNTY.

CONTRACTOR's cost records, pertaining to EXTRA WORK paid for on a force account basis, shall be open to inspection or audit by representatives of the COUNTY, during the life of the CONTRACT, and for a period of not less than three (3) years after the date of acceptance thereof, and CONTRACTOR shall retain such records for that period. Where payment, for materials or labor, is based on the cost thereof to forces other than CONTRACTOR, CONTRACTOR shall make ever reasonable effort to ensure that the cost records of such other forces will be open to inspection and audit, by representatives of the COUNTY, on the same terms and conditions as the cost records of CONTRACTOR. If an audit is to be commenced more than sixty (60) DAYS after the acceptance date of the Contract, CONTRACTOR will be given a reasonable notice of the time when such audit is to be given.

## 4-5 PROCEDURE FOR RESOLVING CLAIMS

CONTRACTOR shall timely comply with any and all requirement of the CONTRACT DOCUMENTS pertaining to notices and requests for changes to the CONTRACT TIME or CONTRACT PRICE as a prerequisite to filing any claim governed by this Section. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the time for completion or CONTRACTOR'S compensation, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the CONTRACT or at law.

- A. **Intent.** Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with all applicable law, including but not limited to these statutes.
- B. **Claims.** For purposes of this Section, "Claim" means a separate demand by the CONTRACTOR for:
- a. An adjustment to the time for completion including, without limitation, for relief from damages or penalties for delay assessed by the COUNTY;
  - b. Payment by the COUNTY of money or damages arising from WORK done by or on behalf of the CONTRACTOR pursuant to the CONTRACT, payment for which is not otherwise expressly provided or to which the CONTRACTOR is not otherwise entitled; or
  - c. An amount the payment of which is disputed by the COUNTY.

A "Claim" does not include any demand for payment for which the CONTRACTOR has failed to provide notice, request a CONTRACT CHANGE ORDER, or otherwise failed to follow any procedures contained in the CONTRACT DOCUMENTS.

- C. **Filing Claims.** Claims governed by this Section may not be filed unless and until the CONTRACTOR completes any and all requirements of the CONTRACT DOCUMENTS pertaining to notices and requests for changes to the CONTRACT PRICE OR CONTRACT TIME, and CONTRACTOR'S request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the COUNTY and shall include on its first page the following words in 16-point capital font: "THIS IS A CLAIM." The Claim

shall include all information and documents necessary to substantiate the Claim, including but not limited to those identified below. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by CONTRACT DOCUMENTS. Failure to follow such contractual requirements shall bar any Claims or subsequent proceedings for compensation or payment thereon.

- D. Documentation.** The CONTRACTOR shall submit all Claims in the following format:
- a. Summary description of Claim including basis of entitlement, merit and amount of time or money requested, with specific reference to the CONTRACT DOCUMENT provisions pursuant to which the Claim is made.
  - b. List of documents relating to Claim:
    - i. Specifications
    - ii. Drawings
    - iii. Clarifications (Requests for Information)
    - iv. Schedules
    - v. Other
  - c. Chronology of events and correspondence
  - d. Narrative analysis of Claim merit
  - e. Analysis of Claim cost, including calculations and supporting documents
  - f. Time impact analysis in the form required by the CONTRACT DOCUMENTS or, if the CONTRACT DOCUMENTS do not require a particular format, CPM format, if an adjustment of the CONTRACT TIME is requested.
- E. COUNTY'S Response.** Upon receipt of a Claim pursuant to this Section, the COUNTY shall conduct a reasonable review of the Claim and, within a period not to exceed forty-five (45) DAYS, shall provide the CONTRACTOR a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within sixty (60) DAYS after the COUNTY issues its written statement.
- a. If the COUNTY needs approval from its governing body to provide the CONTRACTOR a written statement identifying the disputed portion and the undisputed portion of the Claim, and the COUNTY'S governing body does not meet within the forty-five (45) DAYS or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the COUNTY shall have up to three (3) DAYS following the next duly publicly noticed meeting of the COUNTY'S governing body after the forty-five (45) DAY period, or extension, expires to provide the CONTRACTOR a written statement identifying the disputed portion and the undisputed portion.
  - b. Within thirty (30) DAYS of receipt of a Claim, the COUNTY may request in writing additional documentation supporting the Claim or relating to defenses or Claims

the COUNTY may have against the CONTRACTOR. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the COUNTY and the CONTRACTOR. The COUNTY'S written response to the Claim, as further documented, shall be submitted to the CONTRACTOR within thirty (30) DAYS (if the Claim is less than \$50,000, within fifteen (15) DAYS after receipt of the further documentation, or within a period of time no greater than that taken by the CONTRACTOR in producing the additional information or requested documentation, whichever is greater.

- F. **Meet and Confer.** If the CONTRACTOR disputes the COUNTY'S written response, or the COUNTY fails to respond within the time prescribed, the CONTRACTOR may so notify the COUNTY, in writing, either within fifteen (15) DAYS of receipt of the COUNTY's response or within fifteen (15) DAYS of the COUNTY's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the COUNTY shall schedule a meet and confer conference within thirty (30) DAYS for settlement of the dispute.
- G. **Mediation.** Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the COUNTY shall provide the CONTRACTOR a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) DAYS after the COUNTY issues its written statement. Any disputed portion of the Claim, as identified by the CONTRACTOR in writing, shall be submitted to nonbinding mediation, with the COUNTY and the CONTRACTOR sharing the associated costs equally. The COUNTY and CONTRACTOR shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing unless the parties agree to select a mediator at a later time.
- a. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate regarding the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
  - b. For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section.

- c. Unless otherwise agreed to by the COUNTY and the CONTRACTOR in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- d. The mediation shall be held no earlier than the date the CONTRACTOR completes the WORK or the date that the CONTRACTOR last performs WORK, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation unless a new unrelated Claim arises after mediation is completed.

H. **Procedures After Mediation.** If following the mediation, the Claim or any portion remains in dispute, the CONTRACTOR must file a Claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the CONTRACTOR submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference.

I. **Civil Actions.** The following procedures are established for all civil actions filed to resolve Claims of \$375,000 or less:

- a. Within sixty (60) DAYS, but no earlier than thirty (30) DAYS, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this CONTRACT. The mediation process shall provide for the selection within fifteen (15) DAYS by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) DAYS of the submittal, and shall be concluded within fifteen (15) DAYS from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
- b. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

**J. Government Code Claim Procedures.**

- a. This Section does not apply to tort claims and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.
- b. In addition to any and all requirements of the CONTRACT DOCUMENTS pertaining to notices of and requests for adjustment to the CONTRACT TIME, CONTRACT PRICE, or compensation or payment for extra work, disputed WORK, construction claims and/or changed conditions, the CONTRACTOR must comply with the claim procedures set forth in Government Code Section 900, et seq. prior to filing any lawsuit against the COUNTY.
- c. Such Government Code claims, and any subsequent lawsuit based upon the Government Code claims, shall be limited to those matters that remain unresolved after all procedures pertaining to adjustment of the CONTRACT TIME OR CONTRACT WORK for extra work, disputed work, construction claims, and/or changed conditions have been followed by CONTRACTOR. If CONTRACTOR does not comply with the Government Code claim procedure or the prerequisite contractual requirements, CONTRACTOR may not file any action against the COUNTY.
- d. **A Government Code claim must be filed no earlier than the date the WORK is completed or the date the CONTRACTOR last performs WORK on the PROJECT, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims known to CONTRACTOR or that should reasonably be known to CONTRACTOR excepting only new unrelated Claims that arise after the Government Code claim is submitted.**

- K. **Non-Waiver.** The COUNTY's failure to respond to a Claim from the CONTRACTOR within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the Claim being deemed rejected in its entirety, and shall not constitute a waiver of any rights under this Section.

## SECTION 5 - RESPONSIBILITIES OF THE CONTRACTOR

### 5-1 SUPERVISION AND SUPERINTENDENCE

1. CONTRACTOR shall supervise and direct the WORK competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the WORK in accordance with the CONTRACT DOCUMENTS. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in, and required by, the CONTRACT DOCUMENTS. CONTRACTOR shall be responsible to see that the finished WORK complies accurately with the CONTRACT DOCUMENTS.
2. CONTRACTOR shall keep on the site, at all times during its progress, a competent resident superintendent, who shall not be replaced without written notice to COUNTY and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.
3. The right of general supervision shall not make the CONTRACTOR an agent of the COUNTY; and the liability of the CONTRACTOR for all damages to persons or to public or private property, arising from the execution of the WORK, shall not be lessened because of such general supervision.

### 5-2 LABOR, MATERIALS AND EQUIPMENT

1. CONTRACTOR shall provide competent, suitable qualified personnel to survey and lay out the WORK and perform construction as required by the CONTRACT DOCUMENTS. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons, the WORK, or property at the site or adjacent thereto, and except as otherwise indicated in the CONTRACT DOCUMENTS.
2. Unless otherwise specified in the CONTRACT DOCUMENTS, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of WORK.
3. All materials and equipment shall be good quality and new, except as otherwise provided in the CONTRACT DOCUMENTS. If required by ENGINEER, CONTRACTOR

shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the CONTRACT DOCUMENTS.

### 5-3 DISMISSAL OF UNSATISFACTORY EMPLOYEES

If any person employed by CONTRACTOR or any SUBCONTRACTOR shall fail or refuse to carry out the directions of the ENGINEER, or is, in the opinion of the ENGINEER, incompetent, unfaithful, intemperate, or disorderly, or uses threatening or abusive language to any person representing the COUNTY on the WORK, or if otherwise unsatisfactory, the person shall be removed from the WORK immediately, and shall not again be employed on the WORK except with the consent of the ENGINEER.

### 5-4 SUBCONTRACTING AND ASSIGNMENT

The performance of the CONTRACT may not be subcontracted or assigned except upon written consent of the COUNTY, and no such subcontracting or assignment shall be permitted which would relieve the CONTRACTOR or its surety of their responsibilities under the CONTRACT.

The CONTRACTOR shall not, without the written consent of the COUNTY: (a) substitute any SUBCONTRACTOR in place of the SUBCONTRACTOR designated in the original BID, or (b) permit any such subcontract to be assigned or transferred or allow it to be performed by anyone other than the SUBCONTRACTOR listed on the BID. Consent to such substitution or subletting shall only be given pursuant to California Public Contract Code section 4107.

In the event of such substitution, the COUNTY shall give at least five (5) WORKING DAYS' notice, in writing, to the listed SUBCONTRACTOR, unless the said SUBCONTRACTOR involved has itself advised the COUNTY, in writing, that it has knowledge of the CONTRACTOR's request for the substitution.

CONTRACTOR may assign monies due or to become due him under the CONTRACT, and such assignment will be recognized by the COUNTY, if given proper notice thereof, to the extent permitted by law, but any assignment of monies shall be subject to all deductions provided for in the CONTRACT, and all money withheld shall be subject to being used by the COUNTY for the completion of the WORK, in the event that CONTRACTOR should be in default therein.

When any portion of the WORK which has been subcontracted by the CONTRACTOR is not being prosecuted in a satisfactory manner, the SUBCONTRACT for such WORK shall be terminated immediately by the CONTRACTOR upon written notice from the ENGINEER, and the SUBCONTRACTOR shall not again be employed on the type of WORK in which its performance was unsatisfactory.

No SUBCONTRACTOR will be recognized as such, and all persons engaged in the WORK under this CONTRACT will be considered as employees of CONTRACTOR, and their WORK shall be subject to all the provisions of the CONTRACT. The COUNTY and its representatives will deal only with CONTRACTOR who shall be responsible for the proper execution of the entire WORK.

## 5-5 THIRD PARTY CLAIMS

CONTRACTOR shall be responsible for all third party claims and for costs or injuries incurred by a third party which result from the operations of CONTRACTOR.

## 5-6 ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Section 4551 of the Government Code of the State of California, the following provisions shall be a part of this CONTRACT:

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

## 5-7 CONTRACTOR'S SUBMITTALS

CONTRACTOR shall furnish all drawings, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's instructions as specifically required in the SPECIFICATIONS, and all other information as may reasonably be required to demonstrate fully that the materials and equipment to be furnished and the methods of WORK comply with the provisions and intent of the CONTRACT DOCUMENTS. Submittals shall be furnished by email with an accurate description in the subject line. Each submittal shall have a cover page with a submittal number and accurate description. Normally the submittal will be returned to CONTRACTOR within thirty (30) DAYS exclusive of any time as awaiting clarification or further information; however, the time for return will necessarily vary and may exceed thirty (30) DAYS depending upon the complexity of the submittal, the number of submittals, and the express needs of CONTRACTOR.

Electrical, instrumentation, control, and communication system drawings shall include elementary and loop diagram drawings, functional single line system layout drawings, connection drawings, interconnection drawings, panel/cabinet fabrication drawings, and detailed circuit

board and component drawings. Detailed circuit schematics and circuit board layout drawings shall be provided which clearly show, locate, and identify all components and wiring. Each circuit board component shall be identified by the component's original manufacturer name and part number. Industry standard part numbers shall be used. Component values, voltage\current levels, setpoints, and timing values shall be defined.

Complete annotated software/firmware source code listings and program documentation shall be provided for all electronic/electrical systems, subsystems, assemblies, parts, components, and equipment which incorporate programmable devices. All instructions and hardware necessary to load, store, modify, and activate software/firmware source codes and programs shall be provided.

All of the information required herein shall be provided even though it may be considered to be proprietary. If any of the information required herein is considered to be proprietary, the COUNTY's standard Proprietary Agreement shall be executed between the COUNTY and CONTRACTOR, stipulating that all such information will be supplied by CONTRACTOR and kept confidential by the COUNTY. All proprietary data shall be identified as a part of CONTRACTOR's BID and the COUNTY's Standard Proprietary Agreement shall be executed before award of CONTRACT.

Not more than 70 percent of all electronic/electrical WORK shall be paid for until all proprietary information has been submitted and approved. All submitted proprietary information shall be that which describes the final as-built WORK. No part of the WORK covered by the Proprietary Agreement shall be modified after proprietary submittal acceptance until after updated proprietary information has been submitted by CONTRACTOR and accepted by the ENGINEER. Updated proprietary information shall fully document all modifications to be implemented. All proprietary data shall be marked "PROPRIETARY" by CONTRACTOR.

If the information furnished shows any deviation from the CONTRACT DOCUMENTS, CONTRACTOR shall, by a statement in writing accompanying the information, advise the ENGINEER of the deviation and state the reason therefor. It shall be CONTRACTOR's responsibility to ensure there is no conflict with other submittals and to notify the ENGINEER in any case where its submittal may concern work by another contractor of the COUNTY. CONTRACTOR shall also ensure coordination of submittals among all related crafts.

The approval of CONTRACTOR's drawings or other descriptive material shall not relieve CONTRACTOR of responsibility for any error or of any obligation for accuracy of dimensions and details, for agreement and conformity with the CONTRACT DOCUMENTS, or responsibility to fulfill the CONTRACT as prescribed. Nor shall such approval be considered as approval of any deviation or conflict unless the ENGINEER has been expressly advised of the same as set forth immediately above, and the ENGINEER has expressly approved such deviation or conflict.

No changes shall be made by CONTRACTOR in any drawing after it has been approved, and the equipment or materials shall not deviate in any way therefrom except with written approval by

the ENGINEER. Fabrication or other WORK performed in advance of approval shall be done entirely at CONTRACTOR's risk.

Where any item of WORK is required to be installed in accordance with the manufacturer's recommendations, CONTRACTOR shall furnish three (3) complete sets of these manufacturer's installation recommendations to the ENGINEER prior to starting this phase of the WORK.

For use in subsequent maintenance and operations, CONTRACTOR shall furnish, unless otherwise provided for in the CONTRACT DOCUMENTS, three (3) bound and indexed copies of maintenance and operation information supplied by the manufacturer covering all equipment and systems included in the CONTRACT. The submittal shall include, but not be limited to:

Drawings

Illustrations

Parts Lists

Wiring Diagrams of systems

Internal Wiring Diagrams and Circuit Board Schematics and Layout Drawings

Manufacturer's recommended spare parts lists

Name, address and telephone number of nearest parts and service agency

Systems Balance Data

Maintenance and Service Instructions

Software including Annotated Source Lists and Programs

This submittal is required for all mechanical, electrical, instrumentation, control, communications, sound, control or special equipment and systems. CONTRACTOR shall submit the required data for review at least thirty (30) days prior to the final inspection date. Corrections, additions, and/or resubmittal of data shall be made as directed by the ENGINEER.

The ENGINEER, and other persons as the ENGINEER may designate, shall receive complete maintenance and operating instructions for all items included above prior to final inspection of the project.

## 5-8 SURVEYS, LINES, AND GRADES

Unless specified otherwise in the CONTRACT DOCUMENTS, CONTRACTOR is to provide all surveys, CONTRACTOR shall be responsible to do all necessary survey to layout and control the WORK to the elevations, lines and, dimensions shown on the PLANS. Any deviations must receive prior approval of the ENGINEER. All surveys shall be performed by or under the direction and

supervision of a Registered Civil Engineer or Licensed Land Surveyor, licensed by the State of California.

Unless authorized by the ENGINEER, any WORK done without line and grade will be done at CONTRACTOR's risk. CONTRACTOR shall be responsible for the accuracy of his own layout work and shall be liable for the preservation of all established lines and grades.

The CONTRACTOR shall be responsible for survey work for the layout of work features, grade control and performance of the WORK. CONTRACTOR may, at his expense, verify COUNTY survey of vegetative cover thickness.

The CONTRACTOR shall be responsible for (1) any lines, grades, or measurements which do not comply with specified or proper tolerances, or which are otherwise defective and (2) any resultant defects in the WORK.

When the SPECIFICATIONS require bid schedule items of WORK to be measured by surveying methods, the COUNTY shall be responsible for performing the surveys before and after the WORK. The ENGINEER shall calculate final quantities for payment purposes. The CONTRACTOR shall be responsible for notifying the ENGINEER in advance of surveys for bid items.

The COUNTY will perform construction record as-built topographic surveys of the construction area immediately prior to the start of the WORK and at the completion of the WORK. The construction record as-built surveys shall be performed at a maximum 50-foot on-centers and at grade breaks. The CONTRACTOR shall not place other components of the construction until directed by the ENGINEER.

The CONTRACTOR reserves the right to perform any desired checking of COUNTY'S surveys and request correction, if necessary, but this shall not relieve the CONTRACTOR of the responsibility for adequate performance of the WORK.

The CONTRACTOR shall include in its schedule sufficient time to allow completion of the surveying and give 24 hours' notice before survey will be necessary. No claims for extra costs or delays shall be made for standard surveying conducted to determine compliance with the SPECIFICATIONS.

The tolerances generally applicable in setting survey stakes shall be as set forth below. Such tolerances shall not supersede stricter tolerances required by the PLANS or SPECIFICATIONS and shall not otherwise relieve the CONTRACTOR of responsibility for measurements in compliance therewith. The CONTRACTOR shall provide local construction control points prior to any excavation and earthwork. These points shall be field verified by the ENGINEER.

<b>TABLE 5-8</b> <b>Survey Tolerances</b>
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Type of Line or Mark	Horizontal Position	Elevation
Permanent reference points	1 in 10,000	± .01 foot

## 5-9 RECORD DOCUMENTS

It shall be the responsibility of the CONTRACTOR to document all as-built conditions, including any construction record surveys. CONTRACTOR shall maintain in good order, up-to-date and in a safe place at the site, one record copy of PROJECT DRAWINGS, SPECIFICATIONS, ADDENDA, CONTRACT CHANGE ORDERS, WORK DIRECTIVE CHANGES, FIELD ORDERS, approved samples, approved Shop Drawings, and written interpretations and clarifications. On these, CONTRACTOR shall mark all project conditions, locations, configurations, and any other changes or deviations which may vary from the information represented in the CONTRACT DOCUMENTS, including buried or concealed construction and utility features which are revealed during construction ("Record Documents"). Red ink shall be used for alterations and notes.

These Record Documents will be available to ENGINEER for reference and review at any time. Failure on the CONTRACTOR's part to keep Record Documents current could result in withholding partial payment. Upon completion of the WORK, these Record Documents will be delivered to the ENGINEER for review and approval. Record Documents shall be submitted in both hard copy and electronic form.

The information submitted by CONTRACTOR will be assumed to be correct, and the CONTRACTOR shall be responsible for, and liable to COUNTY, for the accuracy of such information, and for any errors or omissions which may or may not appear on the Record Documents.

## 5-10 WEEKLY JOB MEETINGS

CONTRACTOR's representative shall be required to attend the Weekly Job Meetings as established by ENGINEER. At each meeting CONTRACTOR shall present:

- a) Updated construction schedule (3 copies) and a written Weekly Progress Report including the statement regarding proposed measures to be taken to maintain the schedule, if such Weekly Progress Report is required by ENGINEER.
- b) A set of up-to-date Record Documents.

Minutes of the meeting shall be prepared and distributed by the ENGINEER and shall indicate action responsibility and target date.

During the period when the WORK is suspended pending delivery of materials and equipment, Weekly Job Meetings may be suspended by ENGINEER.

## 5-11 USE OF PREMISES

The COUNTY shall provide the lands, rights-of-way, and easements upon which the WORK under this CONTRACT is to be done, and such other lands as may be designated on the PROJECT DRAWINGS for the use of CONTRACTOR, and CONTRACTOR shall confine his operations to within these limits.

The COUNTY's existing facilities shall not be available to the CONTRACTOR. CONTRACTOR shall provide and maintain office space, sanitary and any other facilities necessary. Facilities supplied by the CONTRACTOR shall be in compliance with all applicable regulations and laws.

The COUNTY shall make available an area of land near the project site for the CONTRACTOR to park equipment, store materials, and locate a site office, if the CONTRACTOR desires. The exact location shall be determined by the ENGINEER. Access, security measures, and utilities shall be the responsibility of the CONTRACTOR. CONTRACTOR shall clean the area so used and return it to its original condition, or better, upon completion of the WORK.

CONTRACTOR shall provide, at his own expense, any additional land and access thereto that may be required for temporary construction facilities or storage of materials.

CONTRACTOR shall use the construction gate on west perimeter fence for access by large or heavy equipment. CONTRACTOR is responsible for providing his own lock that is acceptable to the COUNTY and identified by a unique mark and registered with the ENGINEER. CONTRACTOR is responsible for keeping the gate locked at all times when not in use. Failure to lock the gate when gate is not being controlled by CONTRACTOR's personnel or after its use will result in a deduction of \$500 per occurrence from the CONTRACTOR'S progress pay estimate.

CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers, to the PROJECT site and land and areas identified in and permitted by the CONTRACT DOCUMENTS and other land and areas permitted by laws and regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any land or areas contiguous thereto, resulting from the performance of the WORK. Should any claim be made against the COUNTY or the ENGINEER by any such owner or occupant because of the performance of the WORK, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law.

During the progress of the WORK, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the WORK. If Contractor's activities expose waste or litter, CONTRACTOR shall pick up and dispose within 24 hours. At the completion

of the WORK, CONTRACTOR shall remove all waste materials, rubbish and, debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the COUNTY. At the end of each day, from October 1 thru April 30, the CONTRACTOR shall verify that the entire work area was left in a state that promotes surface drainage off and away from the area and from finished WORK. CONTRACTOR shall restore to original condition all property not designated for alteration by the CONTRACT DOCUMENTS.

CONTRACTOR shall not load, nor permit any part of any structure to be loaded, in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the WORK or adjacent property to stresses or pressures that will endanger it.

## 5-12 WATER

CONTRACTOR shall develop a water supply as required for the WORK. The COUNTY shall permit CONTRACTOR to use water obtained from a water source designated on the PLANS and in Section 11-11. The CONTRACTOR shall be responsible for all pumps, piping, and equipment necessary to obtain the water and use it for construction purposes.

No direct extractions from, or additions to, the groundwater shall be made unless approved by the ENGINEER.

## 5-13 DUST CONTROL

The CONTRACTOR shall be responsible for providing adequate dust control measures in the entire Work area during the term of the CONTRACT. Dust palliatives shall not be used without written authorization of the ENGINEER.

CONTRACTOR shall provide for dust control by spraying with water or other approved dust control product as necessary to the satisfaction of the ENGINEER during all WORK activities.

Dust control shall consist of furnishing water, required equipment, additives, accessories, and incidentals, and carrying out proper and efficient measures wherever and as often as necessary to reduce dust nuisance, and to prevent dust originating from construction operations during the completion of the CONTRACT, as required by the COUNTY/ENGINEER

No separate payment shall be made for any work performed or material used to control dust resulting from the CONTRACTOR's performance of the WORK, either inside or outside the right of way. Full compensation for such dust control shall be considered as included in the prices paid for the various items of WORK involved.

## 5-14 TRAFFIC CONTROL

Attention is directed to Sections 8-6, "Public Convenience," and 8-7, "Public Safety," of the GENERAL PROVISIONS. Nothing in this section shall be construed as relieving the CONTRACTOR from his responsibility as provided in said Section 8-7.

No WORK that requires a lane closure shall be performed without the approval of the ENGINEER.

The CONTRACTOR shall submit to the COUNTY, for approval, a traffic plan. At a minimum, the traffic plan shall include the following:

1. Traffic flow pattern, including CONTRACTOR's equipment and COUNTY traffic flow patterns;
2. Alternate routes for CONTRACTOR's equipment and/or COUNTY traffic;
3. Times of day and schedule for traffic operations;
4. Locations of signs and traffic control devices and their types (if required); and
5. Number and location of flag persons (if required).

## 5-15 DIFFERING SITE CONDITIONS

If the WORK involves excavating trenches or other excavations that extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the COUNTY in writing, of any:

- a) Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- b) Subsurface or latent physical conditions at the site differing materially from those indicated by information about the site made available to BIDDERS prior to the deadline for submitting bids.
- c) Unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the CONTRACT DOCUMENTS.

The COUNTY shall promptly investigate said conditions, and if the COUNTY finds that said conditions do materially differ from conditions indicated in the CONTRACT DOCUMENTS, the COUNTY shall issue a CONTRACT CHANGE ORDER, increasing or decreasing CONTRACT TIME or CONTRACT PRICE or both, as appropriate, as provided for in these GENERAL PROVISIONS. If the CONTRACTOR is unable to perform or subcontract the work due, the COUNTY shall perform the WORK under separate contract.

In the event of a dispute, the CONTRACTOR shall not be excused from the CONTRACT TIME but shall proceed with all WORK to be performed under the CONTRACT. The CONTRACTOR shall

retain any and all rights provided either by CONTRACT or by law which pertains to the resolution of disputes and protests between the contracting parties.

## 5-16 QUALITY CONTROL

The CONTRACTOR is responsible for the quality of WORK performed under this CONTRACT. The ENGINEER shall provide additional testing and inspection for quality control as required by the TECHNICAL PROVISIONS and the CONSTRUCTION QUALITY ASSURANCE (CQA) PLAN. The CONTRACTOR must meet the requirements of the TECHNICAL PROVISIONS and the CQA PLAN to the satisfaction of the ENGINEER. The CONTRACTOR must meet all requirements of all manufacturer's warranties to maintain validity of the warranties. Neither the making nor the failure to inspect and test by the ENGINEER or the expressed or implied approval by the ENGINEER of any part of the WORK shall relieve the CONTRACTOR of the responsibility to complete and guarantee the WORK as specified.

References herein to materials testing apply to tests performed by an independent consultant, materials testing laboratory, or the COUNTY, at the COUNTY's expense.

## 5-17 STORM WATER POLLUTION PREVENTION

Storm, surface, ground, nuisance, or other waters may be encountered at various times during construction of the WORK. Therefore, the CONTRACTOR hereby acknowledges that it has investigated the risk arising from such waters, has prepared its BID accordingly, and assumes any and all risks and liabilities arising therefrom.

No separate payment shall be allowed for the diversion and control of water. All costs to maintaining dry working areas shall be included in the unit prices paid for other items of WORK in the BID.

CONTRACTOR shall keep itself and SUBCONTRACTORS, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the WORK including, without limitation, all applicable provisions regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 13000 et seq.); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority.

CONTRACTOR shall comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Construction General Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. CONTRACTOR shall comply with the lawful requirements of the COUNTY,

and any other applicable municipality, drainage district, or other local agency with jurisdiction over the location where the WORK is to be conducted, regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

The CONTRACTOR shall comply with all requirements of the Storm Water Pollution Prevention Program (SWPPP) for the site and implement a drainage and erosion control plan for the duration of the PROJECT. The CONTRACTOR shall determine necessary interim drainage measures required for the WORK area. The CONTRACTOR assumes all responsibility for protection of his WORK from damages due to storm water erosion, etc. for the duration of the PROJECT. All costs relative to compliance with the SWPPP as well as drainage and erosion control shall be included in the cost of the various items of WORK and no additional compensation shall be made therefore. Copies of the SWPPP for the site are available through the Yolo County Central Landfill.

Failure to comply with the Construction General Permit, laws, regulations, and ordinances listed in this Section is a violation of federal and state law. Notwithstanding any other indemnity contained in the CONTRACT DOCUMENTS, CONTRACTOR agrees to indemnify and hold harmless the COUNTY its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, fees, costs, expenses, or losses or liabilities of any kind or nature which the COUNTY, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit, laws, regulations, and ordinances listed above, arising out of or in connection with the WORK, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the COUNTY, its officials, officers, agents, employees or authorized volunteers.

All fines imposed by regulating agencies related to compliance with the SWPPP are the responsibility of the CONTRACTOR. The COUNTY reserves the right to defend any enforcement action or civil action brought against the COUNTY for CONTRACTOR's failure to comply with any applicable water quality law, regulation, or policy. CONTRACTOR hereby agrees to be bound by, and to reimburse the COUNTY for the costs associated with, any settlement reached between the COUNTY and any relevant enforcement entity.

## 5-18 AIR POLLUTION CONTROL

CONTRACTOR shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

Without limiting the foregoing, CONTRACTOR must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the Air Quality Management District with jurisdiction over the PROJECT and/or California Air Resources Board (CARB). CONTRACTOR shall specifically be aware of the application of these limits and requirements to

"portable equipment", which definition is considered includes any item of equipment with a fuel-powered engine.

## 5-19 OTHER OBLIGATIONS AND RESPONSIBILITIES

Other CONTRACTOR's obligations and responsibilities shall be as set forth elsewhere in this GENERAL PROVISIONS, or elsewhere in the CONTRACT DOCUMENTS.

## SECTION 6 - CONTROL OF WORK, INSPECTIONS AND ACCEPTANCE OF WORK

### 6-1 AUTHORITY OF THE ENGINEER

The ENGINEER shall decide all questions as to the quality or acceptability of materials furnished and WORK performed, as to the manner of performance and rate of progress of the WORK, as to the interpretation of the PLANS and SPECIFICATIONS, as to the acceptable fulfillment of the CONTRACT on the part of the CONTRACTOR, and as to compensation. The ENGINEER's decision shall be final and shall include the authority to enforce and make effective such decisions and orders which the CONTRACTOR fails to carry out promptly.

#### 6-1.1 FIELD ORDERS

At any time and from time to time during the course of the WORK, the ENGINEER may, with respect to any part or parts of the WORK, issue, in writing to CONTRACTOR, a FIELD ORDER. CONTRACTOR shall comply with the requirements of such FIELD ORDER forthwith or within such time as may be specified therein.

FIELD ORDERS will be used to order or delete WORK, reject WORK or note deficiencies, clarify CONTRACT requirements or documents, or any other matters.

### 6-2 PLANS AND SHOP DRAWINGS

The CONTRACT PLANS furnished consist of general drawings and show such details as are necessary to give a comprehensive idea of the construction contemplated. All authorized alterations affecting the requirements and information given on the CONTRACT PLANS shall be in writing.

The PLANS shall be supplemented by such Shop Drawings prepared by the CONTRACTOR as are necessary to adequately control the WORK, as specified in Section 5-8, herein. No change shall be made by CONTRACTOR in any Shop Drawing after they have been approved by the ENGINEER.

Full compensation for furnishing all Shop Drawings shall be considered as included in the prices paid for the CONTRACT items of WORK to which such drawings relate, and no additional compensation will be allowed therefor.

### 6-3 CONFORMITY WITH CONTRACT DOCUMENTS AND ALLOWABLE DEVIATIONS

WORK and materials shall conform to the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on the PLANS or indicated in the SPECIFICATIONS. Although measurement, sampling, and testing may be considered evidence of conformity, the

ENGINEER shall be the sole judge of whether the WORK or materials deviate from the PLANS and SPECIFICATIONS. The ENGINEER's decision shall be final as to any allowable deviations therefrom.

## 6-4 COORDINATION AND INTERPRETATION OF PLANS, STANDARD SPECIFICATIONS, AND TECHNICAL PROVISIONS

These CONTRACT DOCUMENTS including the STANDARD SPECIFICATIONS (GENERAL PROVISIONS, SPECIAL PROVISIONS, STANDARD CONSTRUCTION SPECIFICATIONS), the STANDARD DRAWINGS, PROJECT DRAWINGS, TECHNICAL PROVISIONS, CONTRACT CHANGE ORDERS, ADDENDA, and all supplementary documents are essential parts of the CONTRACT, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary, and to describe and provide for a complete WORK.

Where conflicts exist between the CONTRACT DOCUMENTS, such conflicts shall be clarified according to the following order, the first ranked taking precedence over the lower ranked:

- CONTRACT CHANGE ORDERS
- ADDENDA
- SPECIAL PROVISIONS
- TECHNICAL PROVISIONS
- PROJECT DRAWINGS
- CONTRACT
- STANDARD DRAWINGS
- GENERAL PROVISIONS
- STANDARD CONSTRUCTION SPECIFICATIONS
- Notice to Contractors
- BID
- Reference Specifications
- Approved Shop Drawings

Should it appear that the WORK to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in the CONTRACT DOCUMENTS, CONTRACTOR shall apply to the ENGINEER for such further explanations as may be necessary. CONTRACTOR shall conform to any such further explanations as part of the CONTRACT. In the event of any doubt or question arising respecting the true meaning of the CONTRACT DOCUMENTS, reference shall be made to the ENGINEER whose decision thereon shall be final.

With reference to PROJECT DRAWINGS or STANDARD DRAWINGS, the order of precedence shall always be as follows:

Figures govern over scaled dimensions; and

Detail drawings govern over general drawings.

Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard, higher quality and most expensive shall always apply.

## 6-5 ORDER OF WORK

When required by the SPECIAL PROVISIONS or PLANS, the CONTRACTOR shall follow the sequence of operations as set forth therein.

Full compensation for conforming to such requirements will be considered as included in the prices paid for the various CONTRACT items of WORK, and no additional compensation will be allowed therefor.

## 6-6 INSPECTION

The ENGINEER shall at all times have access to the WORK during its construction and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of the CONTRACT DOCUMENTS. All WORK done and all materials furnished shall be subject to the ENGINEER's inspection.

The inspection of the WORK or materials shall not relieve CONTRACTOR of any obligations to fulfill the CONTRACT as prescribed. WORK and materials not meeting such requirements shall be made good. Unsuitable WORK or materials may be rejected, notwithstanding that such WORK or materials have been previously included in a progress estimate.

The PROJECT shall be always subject to inspection by the State, Federal, or other appropriate agency.

CONTRACTOR shall give twenty-four (24) hours' notice when an inspection is required. This notice shall be given at the office of the ENGINEER. Any WORK constructed without inspection as provided above, except with the specific consent or approval of the ENGINEER or constructed contrary to the instructions or orders of the ENGINEER or his authorized representative, must, if requested by the ENGINEER, be uncovered for examination and properly restored at the CONTRACTOR's expense.

Properly authorized INSPECTORS shall be considered to be representatives of the ENGINEER. It will be their duty to inspect those portions of the WORK to which they are assigned. An INSPECTOR shall have the authority to order the WORK entrusted to their supervision stopped, if in their opinion such action becomes necessary, until the ENGINEER is notified and has determined and ordered that the WORK may proceed in due fulfillment of all CONTRACT requirements.

Re-examination of any WORK may be ordered by the ENGINEER, and such WORK must be uncovered by the CONTRACTOR. The CONTRACTOR shall pay the entire cost of such uncovering, re-examination, and replacement if the WORK does not conform to the CONTRACT DOCUMENTS.

## 6-7 SUGGESTIONS TO CONTRACTOR ADOPTED AT OWN RISK

Any plan or method of work suggested by the ENGINEER to CONTRACTOR, but not specified or required, if adopted or followed by CONTRACTOR in whole or in part, shall be used at the risk and responsibility of CONTRACTOR, and the ENGINEER and the COUNTY shall assume no responsibility therefor.

## 6-8 REMOVAL OF REJECTED AND UNAUTHORIZED WORK

All WORK which has been rejected shall be remedied, or removed, and replaced by CONTRACTOR in an acceptable manner without compensation for such removal, replacement, or remedial WORK.

Any work done beyond the lines and grades shown on the PLANS, or as established by the ENGINEER, or any EXTRA WORK done without written authority, will be considered as unauthorized work and no payment will be made therefor.

Upon order of the ENGINEER, unauthorized work shall be remedied, removed, or replaced at CONTRACTOR's expense.

Upon failure of CONTRACTOR to comply promptly with any order of the ENGINEER made under this Section, the COUNTY may cause rejected or unauthorized work to be remedied, removed, or replaced, and to deduct the costs from any money due or to become due CONTRACTOR.

## 6-9 FINAL INSPECTION, FIELD ACCEPTANCE, AND ACCEPTANCE BY THE BOARD

The ENGINEER will not make the final inspection until the WORK provided and contemplated by the CONTRACT has been completed, including the satisfactory performance of all functional and operation testing, and the final cleaning up performed. CONTRACTOR shall notify the ENGINEER, in writing, of the completion of the WORK, and the ENGINEER shall promptly inspect the WORK. CONTRACTOR or his representative may be present at the inspection. Upon his inspection of the WORK the ENGINEER shall notify CONTRACTOR, in writing, of any deficiencies to be remedied prior to final acceptance, by preparing a PUNCH LIST.

CONTRACTOR shall remedy all items shown on the PUNCH LIST prior to final acceptance by the ENGINEER.

The ENGINEER is not authorized to amend the CONTRACT by use of the PUNCH LIST. It is provided solely for the benefit of CONTRACTOR to enable determination of what items must be corrected before FIELD ACCEPTANCE LETTER can be issued by the ENGINEER.

CONTRACTOR will be notified in writing of any defects or deficiencies to be remedied. Within ten (10) calendar days of receiving the PUNCH LIST, CONTRACTOR shall proceed to correct such defects or deficiencies. When notified that WORK has been completed, the ENGINEER will again inspect the WORK to satisfy himself that all WORK has been done in accordance with the CONTRACT DOCUMENTS and will issue a FIELD ACCEPTANCE LETTER and will recommend to the BOARD OF SUPERVISORS that they formally accept the CONTRACT.

The COUNTY reserves the right to require compliance with the CONTRACT DOCUMENTS, notwithstanding the issuance of a PUNCH LIST, or the completion by CONTRACTOR of all items on the PUNCH LIST.

In the event that the WORK still does not comply with the CONTRACT DOCUMENTS, the COUNTY reserves the right to issue such further PUNCH LISTS as may be required, or to deduct from the final payment the cost of correction of any WORK not completed in accordance with the CONTRACT DOCUMENTS, but accepted by the COUNTY, without the issuance of further PUNCH LISTS.

Field acceptance by the ENGINEER shall not bind the BOARD OF SUPERVISORS to formal acceptance, nor relieve CONTRACTOR from the responsibility of completing or correcting any WORK. Within ten (10) days of acceptance by the BOARD OF SUPERVISORS, a Notice of Completion will be filed with the County Recorder of Yolo County.

## SECTION 7 - CONTROL OF MATERIALS

### 7-1 SOURCE OF SUPPLY AND QUALITY OF MATERIALS

CONTRACTOR shall furnish all materials required to complete the WORK, except materials that are designated in the CONTRACT DOCUMENTS to be furnished by the COUNTY.

Only materials conforming to the requirements of the CONTRACT DOCUMENTS shall be incorporated in the WORK.

The materials furnished and used shall be new except as may be provided elsewhere in the CONTRACT DOCUMENTS. The materials shall be manufactured, handled, and used in an expert manner to ensure completed WORK in accordance with the PLANS and SPECIFICATIONS.

Materials to be used in the WORK will be subject to inspection and tests by the ENGINEER or designated representative. CONTRACTOR shall furnish, without charge, such samples as may be required. CONTRACTOR shall furnish the ENGINEER a list of his sources of materials and the locations at which such materials will be available for inspection. The ENGINEER may inspect, sample, or test materials at the source of supply or other locations. But such inspection, sampling, or testing will not be undertaken until the ENGINEER is assured by CONTRACTOR of the cooperation and assistance of both CONTRACTOR and the supplier of the material. CONTRACTOR shall assure that the ENGINEER or authorized representative has free access at all times to the material to be inspected, sampled, or tested. It is understood that such inspections and tests if made at any point other than the point of incorporation in the WORK, in no way shall be considered as a guaranty of acceptance of such material, nor of continued acceptance of material presumed to be similar to that upon which inspections and tests have been made. Inspection and testing so performed shall not relieve CONTRACTOR or suppliers of responsibility for quality control.

Manufacturer's warranties, guaranties, instruction sheets, and parts lists which are furnished with certain articles or materials incorporated in the WORK, shall be delivered to the ENGINEER before acceptance of the CONTRACT.

Reports and records of inspections made, and tests performed, when available at the site of the WORK, may be examined by CONTRACTOR.

### 7-2 COUNTY FURNISHED MATERIALS

Upon request of CONTRACTOR, materials furnished by the COUNTY will be made available to him within a reasonable time at the points designated in the SPECIAL CONDITIONS. They shall be loaded and hauled to the site of the WORK by CONTRACTOR, at CONTRACTOR's expense. The cost of handling and placing all materials shall be considered as included in the CONTRACT prices for the items in connection with which they are used.

CONTRACTOR will be held responsible for all received material, and deductions will be made from any money due CONTRACTOR to make good any shortages and deficiencies, from any cause whatsoever, which may occur after materials were received by CONTRACTOR.

### 7-3 STORAGE OF MATERIALS

Articles or materials to be incorporated in the WORK shall be stored in such a manner as to ensure the preservation of their quality and fitness for the WORK, and to facilitate inspection.

### 7-4 DEFECTIVE MATERIALS

All materials which the ENGINEER has determined do not conform to the requirements of the CONTRACT DOCUMENTS will be rejected whether in place or not. They shall be removed immediately from the site of the WORK, unless otherwise permitted by the ENGINEER. No rejected materials, the defects of which have been subsequently corrected, shall be used in the WORK unless approval, in writing, has been given by the ENGINEER. Upon failure of CONTRACTOR to comply promptly with any order of the ENGINEER made under the provisions in this Section 7-4, the ENGINEER shall have authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any money due or to become due CONTRACTOR.

### 7-5 TRADE NAMES AND ALTERNATIVES

For convenience in designation on the PLANS or SPECIFICATIONS, certain articles or materials to be incorporated in the WORK are designated under a trade name or the name of a manufacturer and his catalogue information. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the following requirements:

The burden of proof as to the quality and suitability of alternatives shall be upon CONTRACTOR who shall furnish all information necessary as required by the ENGINEER. The ENGINEER shall be the sole judge as to the quality and suitability of alternative articles or materials and shall make all final decisions. Whenever the SPECIFICATIONS permit the substitution of a similar or equivalent material or article, no tests or action relating to the approval of such substitute material will be made until the request for substitution is made in writing by the CONTRACTOR. Such written request shall be accompanied by complete data as to the equality of the material or article proposed. Such request shall be made no later than thirty-five (35) DAYS after award of CONTRACT and in ample time to permit approval without delaying the WORK. Provisions regarding submission of substitution requests shall not in any way authorize an extension of time for the performance of this CONTRACT. If a substitution request is rejected by the COUNTY, the CONTRACTOR shall provide the articles or materials specified herein. The COUNTY shall

not be responsible for any costs incurred by the CONTRACTOR associated with substitution requests.

## 7-6 PLANT INSPECTION

The ENGINEER may inspect the production of material, or the manufacture of products at the source of supply. Plant inspection, however, will not be undertaken until the ENGINEER is assured of the cooperation and assistance of both the CONTRACTOR and the supplier. The ENGINEER or an authorized representative shall have free entry at all times to such parts of the plant as concern the manufacture or production of the materials. Adequate facilities shall be furnished free of charge to make the necessary inspection. The COUNTY assumes no obligation to inspect materials at the source of supply.

## 7-7 CERTIFICATES OF COMPLIANCE

A Certificate of Compliance shall be furnished prior to the use of any materials for which the CONTRACT DOCUMENTS require that such a certificate be furnished. In addition, when so authorized in the CONTRACT DOCUMENTS, the ENGINEER may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the SPECIFICATIONS. A Certificate of Compliance shall be furnished with each lot of material delivered to the WORK and the lot so certified shall be clearly identified in the certificate.

All materials used based on a Certificate of Compliance may be sampled and tested at any time. The fact that material is used based on a Certificate of Compliance shall not relieve CONTRACTOR of responsibility for incorporating material in the WORK which conforms to the requirement of the CONTRACT DOCUMENTS, and any such material not conforming to such requirements will be subject to rejection whether in place or not. The COUNTY reserves the right to refuse to permit the use of material based on a Certificate of Compliance.

The form of the Certificate of Compliance and its disposition shall be as directed by the ENGINEER.

## 7-8 TESTING

Unless otherwise specified, all tests shall be performed in accordance with the methods used by the California Department of Transportation (CALTRANS) and shall be made by the ENGINEER or a designated representative.

CALTRANS has developed methods for testing the quality of materials and work. These methods are identified by number and are referred to in the SPECIFICATIONS as California Test. Copies of

individual California Tests are available at the CALTRANS Transportation Laboratory, Sacramento, California.

Whenever a reference is made in the SPECIFICATIONS to a California Test by number, it shall mean the California Test in effect on the day the Notice to Contractors for the WORK is dated.

Whenever the SPECIFICATIONS provide an option between two or more tests, the ENGINEER will determine the test to be used.

Whenever a reference is made in the SPECIFICATIONS to a specification, manual, or test designation either of the American Society for Testing and Materials, the American Association of State Highway and Transportation Officials, Federal Specifications, or any other recognized national organization, and the number or other identification representing the year of adoption or latest revision is omitted, it shall mean the specification, manual, or test designation in effect on the day the Notice of Contractors for the WORK is dated. Whenever said specification, manual or test designation provides for test reports (such as certified mill test reports) from the manufacturer, copies of such reports, identified as to the lot of material, shall be furnished to the ENGINEER or CONTRACTOR. The manufacturer's test reports shall supplement the inspection, sampling, and testing provisions in this Section 7, "Control of Materials," and shall not constitute a waiver of the COUNTY's right to inspect. When material which cannot be identified with specific test reports in proposed for use, the ENGINEER may select random samples from the lot for testing. Test specimens from the random samples, including those required for retest, shall be prepared in accordance with the referenced specification and furnished and paid for by CONTRACTOR. The number of such samples and test specimens shall be entirely at the discretion of the ENGINEER.

When requested by the ENGINEER, CONTRACTOR shall furnish, without charge, samples of all materials entering into the WORK, and no material shall be used prior to approval by the ENGINEER, except as provided in Section 7-7, "Certificates of Compliance."

The COUNTY will pay for all initial testing unless specified otherwise in the CONTRACT DOCUMENTS. In the event of failing tests, CONTRACTOR shall make arrangements for and pay the cost of subsequent retesting. Retests shall be made by the same company that performed initial testing. Type, location, and number of tests to be taken shall be determined by the ENGINEER.

## SECTION 8 - LEGAL RELATIONS AND RESPONSIBILITY

### 8-1 LAWS TO BE OBSERVED

CONTRACTOR shall keep itself fully informed of all existing and future State and Federal laws, and COUNTY and municipal ordinances and regulations which in any manner affect those engaged or employed in the WORK, or the materials used in the WORK, or which in any way affect the conduct of the WORK, and with all such orders and decrees of bodies or tribunals having any jurisdiction or authority over same.

CONTRACTOR shall at all times observe and comply with all existing laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdictional authority over the WORK; and shall cause all agents and employees of the CONTRACTOR to do the same. CONTRACTOR shall indemnify and hold harmless the COUNTY, its officers, agents, and employees from any and all claims or liabilities, including, but not limited to, fines and penalties arising from, or based on the violation of any such law, ordinance, regulation, order, or decree, whether by CONTRACTOR or CONTRACTOR's agents and employees. If any discrepancy or inconsistency is discovered in the CONTRACT DOCUMENTS for the WORK in relation to any such law, ordinance, regulation, order or decree, CONTRACTOR shall forthwith report the same to the ENGINEER in writing.

#### 8-1.1 HOURS OF LABOR

Eight (8) hours labor constitutes a legal day's work. CONTRACTOR shall forfeit, as a penalty to the COUNTY, Twenty-Five Dollars (\$25) for each worker employed in the execution of the CONTRACT, by the CONTRACTOR or any SUBCONTRACTOR, for each calendar day during which such worker is required, or permitted, to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of the Labor Code of the State of California, and in particular, Section 1810 to Section 1814, thereof, inclusive. Notwithstanding the provisions of Section 1810 to Section 1814, WORK performed by employees of the CONTRACTOR in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815.

#### 8-1.2 PREVAILING WAGE

CONTRACTOR is aware of the requirements of Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is One Thousand Dollars \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. CONTRACTOR shall obtain a copy of the prevailing rates of per diem wages at the commencement of this CONTRACT from the website of the Division of

Labor Statistics and Research of the Department of Industrial Relations located at [www.dir.ca.gov](http://www.dir.ca.gov). In the alternative, CONTRACTOR may view a copy of the prevailing rate of per diem wages which are on file at the DEPARTMENT and shall be made available to interested parties upon request. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the project available to interested parties upon request, and shall post copies at the CONTRACTOR'S principal place of business and at the project site, including a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned. CONTRACTOR shall defend, indemnify and hold the COUNTY, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

CONTRACTOR shall comply with Labor Code sections 1774 and 1775. In accordance with section 1775, CONTRACTOR shall forfeit as penalty to the COUNTY, Two Hundred Dollars (\$200.00) for each calendar day or portion thereof, for each worker paid less than the prevailing rates. In addition to said penalty and pursuant to said Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by CONTRACTOR.

The COUNTY will not recognize any claim for additional compensation because of the payment by CONTRACTOR of any wage rate in excess of the prevailing wage rate set forth at the time of executing the CONTRACT. The possibility of wage increases is one of the elements to be considered by CONTRACTOR in determining a bid and will not under any circumstances be considered as the basis of a claim against the COUNTY on the CONTRACT.

### 8-1.3 PAYROLL RECORDS

Pursuant to Labor Code section 1776, CONTRACTOR and SUBCONTRACTORS shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the WORK under this CONTRACT. CONTRACTOR shall certify under penalty of perjury that records maintained and submitted by CONTRACTOR are true and accurate. CONTRACTOR shall also require SUBCONTRACTORS to certify weekly payroll records under penalty of perjury.

In accordance with Labor Code section 1771.4, CONTRACTOR AND SUBCONTRACTOR shall furnish the certified payroll records directly to the Department of Industrial Relations on the specified interval and format prescribed by the Department of Industrial Relations, which may include electronic submission. CONTRACTOR shall comply with all requirements and regulations from the Department of Industrial Relations relating to labor compliance monitoring and enforcement. The requirement to submit certified payroll records directly to the Labor Commissioner under

Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

The payroll records described herein shall be certified and submitted by the CONTRACTOR at a time designated by the COUNTY. CONTRACTOR shall also provide the following:

- B. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- C. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the Department of Industrial Relations.

Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the Department of Industrial Relations or shall contain the same information as the forms provided by the DLSE.

Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, COUNTY, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the CONTRACTOR awarded the CONTRACT or performing the CONTRACT shall not be marked or obliterated.

In the event of noncompliance with the requirements of this Section, CONTRACTOR shall have ten (10) DAYS in which to comply subsequent to receipt of written notice specifying in what respects the CONTRACTOR must comply with this Section. Should noncompliance still be evident after such 10-day period, CONTRACTOR shall pay a penalty of One Hundred Dollars (\$100.00) to COUNTY for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payment then due.

CONTRACTOR and each SUBCONTRACTOR shall preserve their payroll records for a period of three (3) years from the date of completion of the CONTRACT.

The responsibility for compliance with this Section shall rest upon the CONTRACTOR.

#### 8-1.4 LABOR NONDISCRIMINATION

Attention is directed to Section 1735 of the Labor Code of the State of California, which reads as follows:

"A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public

works who violates this section is subject to all the penalties imposed for a violation of this chapter.”

CONTRACTOR's attention is also directed to the requirements of the California Fair Employment and Housing Act (Government Code Sections 12900 et. seq.), to the regulations promulgated by the Fair Employment and Housing Commission to implement said Act, and to the nondiscrimination, affirmative action, and equal employment opportunity requirements in the CONTRACT DOCUMENTS.

Pursuant to the above and other applicable provisions of law, CONTRACTOR and SUBCONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law on this project. CONTRACTOR will take affirmative action to insure that employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law.

#### 8-1.5 APPRENTICES

CONTRACTOR and SUBCONTRACTORS shall comply with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et. seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, CONTRACTOR and/or SUBCONTRACTORS shall, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California, or one of its branch offices prior to commencement of WORK on the CONTRACTOR. Responsibility for compliance with this Section lies with the CONTRACTOR.

It is State policy to encourage the employment and training of apprentices on Public Works Contracts as may be permitted under local apprenticeship standards.

In addition, the COUNTY requires that all bidders on public work projects exceeding One Million Dollars (\$1,000,000.00) to participate in a State of California Division of Apprenticeship Standards approved joint labor and management apprenticeship program. Proof of compliance with this requirement must be provided at the time the BID is submitted.

#### 8-1.6 WORKER'S COMPENSATION

Pursuant to the requirements of Section 1860 of the California Labor Code, CONTRACTOR shall secure the payment of Workers' Compensation to its employees in accordance with the provisions of Section 3700 of the Labor Code. Prior to the commencement of WORK, CONTRACTOR shall sign and file with the ENGINEER a certification in the following form:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-

insurance in accordance with the provisions of said Code and I will comply with such provisions before commencing the performance of the WORK of this CONTRACT."

Said certification is included in the CONTRACT, and signature and return of the CONTRACT as provided in Section 3-2, "Execution of Contract," shall constitute signing and filing of the said certificate.

CONTRACTOR shall post, and cause all SUBCONTRACTORS to post, in a conspicuous place on the project site, a statement, as required by Labor Code Section 3550, stating the name of the workers' compensation insurance carrier or that the employer is self-insured, and who is responsible for claims adjustment. The notice shall also include advice as to the injured employee's right to receive medical care, to select or change the treating physician pursuant to the provisions of Labor Code Section 4600, and the right to receive temporary disability indemnity, permanent disability indemnity, vocational rehabilitation services, and death benefits, as appropriate.

CONTRACTOR and SUBCONTRACTORS shall also give every new employee, either at the time the employee is hired or by the end of the first pay period, written notice of the information contained in Labor Code Section 3550.

#### 8-1.7 PUBLIC WORKS CONTRACTOR REGISTRATION

Pursuant to Labor Code sections 1725.5 and 1771.1, the CONTRACTOR and its SUBCONTRACTORS must be registered with the Department of Industrial Relations prior to the execution of a contract to perform public works project. By entering into this CONTRACT, CONTRACTOR represents that it is aware of the registration requirement and is currently registered with the DIR. CONTRACTOR shall maintain a current registration for the duration of the PROJECT. CONTRACTOR shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all SUBCONTRACTORS are registered at the time this CONTRACT is entered into and maintain registration for the duration of the PROJECT. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

#### 8-1.8 CONTRACTOR'S LICENSING LAWS

Attention is directed to the provisions of Chapter 9 of Division 3, of the Business and Professions Code concerning the licensing of contractors. All BIDDERS and CONTRACTORS shall be licensed in accordance with the laws of the State of California and any BIDDER or CONTRACTOR not so licensed is subject to the penalties imposed by such laws.

The Contractors' State License Board has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to

structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

## 8-2 PAYMENT OF TAXES

The CONTRACT prices paid for the WORK shall include full compensation for all taxes which the CONTRACTOR is required to pay, whether imposed by Federal, State, or local government, including, without being limited to, State Sales Tax and Federal Excise Tax.

In accordance with Revenue and Taxation Code section 107.6, the CONTRACT DOCUMENTS may create a possessory interest subject to personal property taxation for which CONTRACTOR will be responsible.

## 8-3 PERMITS AND LICENSES

CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the WORK.

The Environmental Quality Act of 1970 (Chap. 1433, Stats. 1970, as amended by Chapter 1154, Stats. 1972), may be applicable to permits, licenses, and other authorizations which the CONTRACTOR must obtain from the COUNTY in connection with performing the WORK of the CONTRACT. The CONTRACTOR shall comply with the provisions of said statutes in obtaining such permits, licenses, and other authorizations and they shall be obtained in sufficient time to prevent delays to the WORK.

In the event that the COUNTY has obtained permits, licenses, or other authorizations, applicable to the WORK, in conformance with the requirements in said Environmental Quality Act of 1970, the CONTRACTOR shall comply with the provisions of said permits, licenses, and other authorizations.

## 8-4 PATENTS

CONTRACTOR shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on, or incorporated in, the WORK, and agrees to indemnify and save harmless the COUNTY, the BOARD OF SUPERVISORS, the ENGINEER and their duly authorized representatives, from all suits at law or actions of every nature for, or on account of, the use of any patented materials, equipment, devices, or processes.

## 8-5 SAFETY AND HEALTH PROVISIONS

CONTRACTOR shall conform to all applicable occupational safety and health standards, rules, regulations, and orders established by the State of California. Local emergency phone numbers (police, fire, ambulance, hospital) shall be posted on the job site in a conspicuous location.

### 8-5.1 TRENCH SAFETY

CONTRACTOR shall comply with all applicable laws, ordinances, and regulations relating to Trench Safety. CONTRACTOR shall at all times maintain suitable barricades, warning devices, trench shoring, bracing, and covers, and other protective measures as deemed appropriate by the ENGINEER, which measures shall provide only the highest suitable level of protection to all workers, inspectors, and the general public. Attention is directed to the provisions of Section 8-6, "Public Convenience," Section 8-7, "Public Safety," and Section 8-9, "Preservation of Property."

CONTRACTOR shall submit to the ENGINEER at the preconstruction meeting, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from hazards of caving ground during the excavation of any trench or trenches five feet or more in depth. If such plan varies from shoring system standards established by the Construction Safety Orders of the California Code of Regulations, Department of Industrial Relations, the plan shall be prepared by a California registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations. CONTRACTOR shall designate in writing the "competent person" as defined in Title 8, California Code of Regulations, who shall be present at the work site each day that trenching/excavation is in progress. The "competent person" shall prepare and provide daily trenching/excavation inspection reports to the ENGINEER. CONTRACTOR shall also submit a copy of its annual California Occupational Safety and Health Administration (Cal/OSHA) trench/excavation permit.

### 8-5.2 SOUND CONTROL REQUIREMENTS

CONTRACTOR shall comply with all local sound control and noise level rules, regulations, and ordinances which apply to any WORK performed pursuant to the CONTRACT.

Each internal combustion engine used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

### 8-5.3 WEIGHT LIMITATIONS

Unless expressly permitted in the CONTRACT DOCUMENTS, CONTRACTOR shall not operate construction equipment or vehicles of any kind which, laden or unladen, exceed the maximum weight limits set forth in Division 15 of the Vehicle Code, over completed or existing treated base, surfacing, pavement, or structures in any area within the limits of the PROJECT.

## 8-6 PUBLIC CONVENIENCE

This Section defines the CONTRACTOR's responsibility regarding convenience of the public and public traffic in connection with construction operations.

CONTRACTOR's attention is directed to Section 8-7, "Public Safety" for provisions relating to the CONTRACTOR's responsibility for the safety of the public. The requirements in said Section 8-7 are in addition to the requirements of this Section 8-6, and CONTRACTOR will not be relieved of any responsibilities as set forth in said Section 8-7 by reason of conformance with any of the provisions in this Section 8-6.

In the event of a suspension of the WORK, attention is directed to Section 9-3, "Temporary Suspension of Work."

CONTRACTOR shall conduct operations so as to offer the least possible obstruction and inconvenience to the public. CONTRACTOR shall have under construction no greater length or amount of WORK than can be prosecuted properly with due regard to the rights of the public.

Unless otherwise provided in the CONTRACT DOCUMENTS, all public and COUNTY traffic shall be permitted to pass through the WORK with as little inconvenience and delay as possible. Where possible, such traffic shall be routed on new or existing paved surfaces.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by CONTRACTOR at CONTRACTOR's expense.

Existing traffic signal and street lighting systems shall be kept in operation for the benefit of the traveling public during progress of the WORK. Other forces will continue routine maintenance of existing systems.

Construction operations shall be conducted in such a manner so as to cause as little inconvenience as possible to abutting property owners.

Convenient access to driveways, houses, and buildings along the line of WORK shall be maintained. When the abutting property owner's access across the right-of-way line is to be eliminated, or to be replaced under the CONTRACT by other access facilities, the existing access shall not be closed until the replacement access facilities are usable.

Water and dust palliative shall be applied if ordered by the ENGINEER for the alleviation or prevention of dust nuisance. No separate payment will be made for any WORK performed, or material used, to control dust resulting from CONTRACTOR's performance of the WORK, or caused by public traffic, either inside or outside the right-of-way. Full compensation for such dust control will be considered as included in the prices paid for the various items of WORK involved.

In order to expedite the passage of public traffic through or around the WORK, and where ordered by the ENGINEER, CONTRACTOR shall install and maintain in good condition, signs, lights,

flares, temporary railing (Type K), barricades, and other facilities for the sole convenience and direction of public traffic. Also, where directed by the ENGINEER, CONTRACTOR shall furnish competent flaggers whose sole duties shall consist of directing the movement of public traffic through or around the WORK.

Should CONTRACTOR fail to install or maintain traffic control devices required by the ENGINEER or the CONTRACT DOCUMENTS, the ENGINEER may cause such installation or maintenance by other forces and shall deduct the cost thereof from money due, or to become due, CONTRACTOR under the CONTRACT.

Whenever a section of surfacing or pavement has been completed, CONTRACTOR shall open it to use by public traffic if the ENGINEER so orders or may open it to use by public traffic if the ENGINEER so consents. In either case, CONTRACTOR will not be allowed any compensation due to any delay, hindrance, or inconvenience to operations caused by such public traffic, but will thereupon be relieved of responsibility for damage to the WORK caused by public traffic within the limits of such use. CONTRACTOR will not be relieved of cleanup and finishing operations, or of any other responsibility under the CONTRACT.

Except as otherwise provided in this Section 8-6 or in the CONTRACT DOCUMENTS, full compensation for conforming to the requirements in this Section 8-6 and in the CONTRACT DOCUMENTS shall be considered as included in the prices paid for the various CONTRACT items of WORK, and no additional compensation will be allowed therefor.

## 8-7 PUBLIC SAFETY

It is CONTRACTOR's responsibility to provide for the safety of traffic and the public during construction.

CONTRACTOR's attention is directed to Section 8-10, "Responsibility for Damage." Attention is also directed to Section 8-6, "Public Convenience," for provisions relating to the CONTRACTOR's responsibility for providing for the convenience of the public in connection with operations required to complete WORK under the CONTRACT.

When CONTRACTOR's operations create a condition hazardous to traffic or to the public, CONTRACTOR shall furnish, erect, and maintain such fences, temporary railing (Type K), barricades, lights, signs, and other devices, and take such other protective measures as are necessary to prevent accidents or damage or injury to the public. CONTRACTOR shall also furnish such flaggers as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. All such measures shall be performed at CONTRACTOR's sole expense and without cost to the COUNTY.

Signs, lights, flags, and other warning and safety devices and their use shall conform to the requirements set forth in the current "MANUAL OF TRAFFIC CONTROLS - Warning Signs, Lights

and Devices for Use in Performance of Work Upon Highways," published by the Department of Transportation, State of California.

No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic. At the end of each day's WORK and at other times when construction operations are suspended for any reason, CONTRACTOR shall remove all equipment and other obstructions from that portion of the roadway for use by public traffic.

Should CONTRACTOR appear to be neglectful or negligent in furnishing warning devices and taking protective measures as above provided, the ENGINEER may direct attention to the existence of a hazard, and the necessary warning devices shall be furnished and installed, and protective measures taken by CONTRACTOR at CONTRACTOR's expense. Should the ENGINEER point out the inadequacy of warning devices and protective measures, such action on the part of the ENGINEER shall not relieve CONTRACTOR from responsibility for public safety or abrogate obligation to furnish and pay for these devices and measures.

Except as otherwise provided in the CONTRACT DOCUMENTS, full compensation for conforming to all of the provisions in this Section 8-7, and in the CONTRACT DOCUMENTS, shall be considered as included in the prices paid for the various CONTRACT items of WORK, and no additional compensation will be allowed therefor.

## 8-8 USE OF EXPLOSIVES

The use of explosives is not allowed unless otherwise provided in the CONTRACT DOCUMENTS.

## 8-9 PRESERVATION OF PROPERTY

CONTRACTOR's attention is directed to Section 8-10, "Responsibility for Damage." Due care shall be exercised to avoid injury to existing highway improvements or facilities, utility facilities, adjacent property, and roadside trees, shrubs, and other plants that are not to be removed.

Trees, shrubs, and other plants that are not to be removed, pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and water lines, all street facilities, and any other improvements or facilities within or adjacent to the WORK, shall be protected from injury or damage. If ordered by the ENGINEER, CONTRACTOR shall provide and install suitable safeguards, approved by the ENGINEER, to protect such objects from injury or damage. If such objects are injured or damaged by reason of CONTRACTOR's operations, they shall be replaced or restored at CONTRACTOR's expense. The facilities shall be replaced or restored to a condition as good as when CONTRACTOR entered upon the WORK, or as good as required by the SPECIFICATIONS accompanying the CONTRACT, if any such objects are a part of the WORK being performed under the CONTRACT. The ENGINEER may make or cause to be made such temporary repairs as are necessary to restore to service any damaged highway

facility. The cost of such repairs shall be borne by CONTRACTOR and may be deducted from any money due or, to become due, CONTRACTOR under the CONTRACT.

The CONTRACTOR's attention is also directed to the site plan which indicates the locations of existing observation wells, extraction wells, survey monuments, paved roads, groundwater monitoring wells on the project site, LCRS clean-outs, and leachate pipes, which are to be protected from damage. Existing roads used as haul roads shall be returned to their original condition, as approved by the ENGINEER.

The CONTRACTOR shall be responsible for the repair or replacement of any existing facilities and equipment damaged by the CONTRACTOR's personnel, equipment, sub-contractors, or material suppliers.

CONTRACTOR's attention is also directed to the possible existence of underground main or trunk line facilities not indicated on the PLANS or in the TECHNICAL PROVISIONS, and to the possibility that underground main or trunk lines may be in a location different from that which is indicated on the PLANS or in the TECHNICAL PROVISIONS. CONTRACTOR shall ascertain the exact location of underground main or trunk lines whose presence is indicated on the PLANS or in the TECHNICAL PROVISIONS, and the location of their service laterals or other appurtenances, and of existing service laterals or appurtenances of any other underground facilities which can be inferred from the presence of visible facilities such as buildings, meters, and junction boxes. This determination shall be made prior to doing WORK that may damage any of such facilities or interfere with their service. The locating of utilities shall be in conformance with Government Code Section 4216 except for the COUNTY's utilities located on the COUNTY's property and not on public right-of-way.

CONTRACTOR shall immediately notify the ENGINEER of any delays to operations which are a direct result of underground main or trunk line facilities which were not indicated on the Plans or in the TECHNICAL PROVISIONS or were located in a position substantially different from that indicated on the PLANS or in the TECHNICAL PROVISIONS. Such delays will be considered right-of-way delays within the meaning of Section 9-7, "Right-of-Way Delays," and compensation for such delay will be determined in accordance with said Section 9-7. CONTRACTOR shall be entitled to no other compensation for any such delay.

Except as provided above, full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the WORK involved in protecting or repairing property as specified in this Section 8-9, shall be considered as included in the prices paid for the various CONTRACT items of WORK and no additional compensation will be allowed therefor.

## 8-10 RESPONSIBILITY FOR DAMAGE

CONTRACTOR shall defend, indemnify, and save harmless the COUNTY and all its officers, agents, and employees from any and all claims, demands, damages, costs, expenses or liability occasioned by the performance or attempted performance of the provisions hereof, or in any

way arising out of the CONTRACT, including, but not limited to, inverse condemnation, equitable relief, any wrongful act, or any negligent act or omission to act on the part of CONTRACTOR or any of its agents, employees, independent contractors or SUBCONTRACTORS; provided, further, that the foregoing shall apply to any wrongful acts, or any actively or passively negligent acts or omissions to act, committed jointly or concurrently by CONTRACTOR, CONTRACTOR's agents, employees, or independent contractors or SUBCONTRACTORS, and the COUNTY, its agents, employees, or independent contractors.

Such indemnity obligation expressly extends to, and includes any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of damages to adjacent property caused by the conduct of the WORK.

Such indemnity obligation expressly extends to and includes any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of the violation by the CONTRACTOR, the CONTRACTOR's agents, employees, or independent contractors or SUBCONTRACTORS, of any provisions of Federal or State law, including, but not limited to fines or penalties.

Such indemnity obligation also expressly extends to and includes any claims, demands, damages, costs, expenses, or liability occasioned by injury to or death of any person, or any property damage to property owned by any person while on or about the premises of the WORK, or as a result of the WORK, whether such persons are on or about the premises by right or not, whenever the WORK is alleged to have been a contributing cause in any degree whatsoever,

Nothing contained in the foregoing indemnity provisions shall be construed to require the CONTRACTOR to indemnify the COUNTY in contravention of Section 2782 of the Civil Code.

In providing any defense under this Section, CONTRACTOR shall use counsel reasonably acceptable to the COUNTY.

## 8-11 INSURANCE REQUIREMENTS

CONTRACTOR shall obtain at CONTRACTOR's sole cost and expense, all insurance required by CONTRACT AGREEMENT. Certificates of insurance and copies of the insurance policies shall be delivered to the COUNTY prior to execution of the CONTRACT and before any WORK is commenced. No payment will be made to the CONTRACTOR unless current insurance certificates are on file with the COUNTY at the time of the payment.

CONTRACTOR shall include all SUBCONTRACTORS as insured under its policies or shall furnish separate certificates and endorsements for each SUBCONTRACTOR. All coverages for SUBCONTRACTORS shall be subject to all the requirements stated herein.

## 8-12 LEGAL ACTIONS AGAINST THE COUNTY

In the event litigation is brought against the COUNTY concerning the compliance of the COUNTY with State or Federal laws, rules or regulations, or other applicable rules, regulations, or ordinances, the provisions of this Section shall apply.

- A. If, pursuant to court order, the COUNTY prohibits CONTRACTOR from performing all or any portion of the WORK, the delay will be considered a delay within the meaning of Section 9-7, "Right-of-Way Delays," unless the CONTRACT is terminated as hereinafter provided.
- B. If, pursuant to court order (other than an order to show cause) the COUNTY is prohibited from requiring CONTRACTOR to perform all or any portion of the WORK, the COUNTY may, if it so elects, eliminate the enjoined WORK pursuant to Section 4-3, "Changes," or terminate the CONTRACT.
- C. If the final judgment in the action prohibits the COUNTY from requiring CONTRACTOR to perform all or any portion of the WORK, the COUNTY will either eliminate the enjoined WORK pursuant to Section 4-3, "Changes," or terminate the CONTRACT.
- D. If the CONTRACT is to be terminated, the termination and the determination of the total compensation payable to the CONTRACTOR, shall be governed by the provisions of Section 9-8, "Termination of Contract."

## 8-13 DISPOSAL OF MATERIAL

CONTRACTOR may, at his option, dispose of any waste materials generated from this project, that are regularly accepted at the landfill, except hazardous materials, at the Yolo County Landfill. CONTRACTOR must transport the materials in a vehicle approved by ENGINEER. The normal fee charged for disposal of said materials shall not be waived by the COUNTY.

Full compensation for all costs involved in disposing of materials as specified in this Section 8-13, including all costs of hauling, shall be considered as included in the price paid for the CONTRACT item of WORK involving such materials and no additional compensation will be allowed therefor.

## 8-14 COOPERATION

Should construction be under way by other forces or by other contractors within or adjacent to the limits of the WORK specified or should work of any other nature be under way by other forces within or adjacent to said limits, CONTRACTOR shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, using other forces.

CONTRACTOR is advised that the COUNTY has ongoing operations. The CONTRACTOR is fully responsible for coordinating construction activities with other on-site operations. No provisions for schedule or cost adjustments shall be provided due to alleged delays or other alleged impacts arising from on-site operations activities.

The authorized representatives of the following agencies shall also have the right of access to inspect the WORK covered by these CONTRACT DOCUMENTS during the performance of this CONTRACT:

1. Regional Water Quality Control Board, Central Valley Region
2. Yolo/Solano County Air Pollution Control District
3. California Department of Resources, Recycling and Recovery
4. Yolo County Environmental Health Department
5. Other local, state, and federal agencies

These inspections shall be performed in the presence of the COUNTY. Reasonable facilities for the proper handling and inspection of the materials and WORK shall be furnished by the CONTRACTOR.

## 8-15 RELIEF FROM MAINTENANCE AND RESPONSIBILITY

Upon the request of CONTRACTOR, the ENGINEER may relieve CONTRACTOR of the duty of maintaining and protecting certain portions of the WORK which have been completed in all respects, in accordance with the requirements of the CONTRACT, and to the satisfaction of the ENGINEER, and thereafter, except with consent, CONTRACTOR will not be required to do further WORK thereon. In addition, such action by the ENGINEER will relieve CONTRACTOR of responsibility for injury or damage to said completed portions of the WORK resulting from use by public traffic, or from the action of the elements, or from any other cause but not from injury or damage resulting from CONTRACTOR's own operations or negligence. However, nothing in this Section 8-15 providing for relief from maintenance and responsibility, will be construed as relieving CONTRACTOR of full responsibility for making good defective WORK or materials found at any time before the formal written acceptance of the entire CONTRACT by the COUNTY or applicable warranty period pursuant to the CONTRACT or California law.

## 8-16 CONTRACTOR'S RESPONSIBILITY FOR THE WORK AND MATERIALS

Until the acceptance of the CONTRACT by the BOARD OF SUPERVISORS, CONTRACTOR shall have the charge and care of the WORK and of the materials to be used therein (including materials for which partial payment has been made, or materials which have been furnished by the COUNTY), and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the

WORK, except as provided in Section 8-6, "Public Convenience," and Section 8-15, "Relief from Maintenance and Responsibility."

CONTRACTOR shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the WORK or the materials occasioned by any cause before its completion and acceptance, and shall bear the expense thereof. Where necessary to protect the WORK or materials from damage, the CONTRACTOR shall provide suitable drainage of any roadway and erect such temporary structures as are necessary to protect the WORK or materials from damage at no expense to the COUNTY. The suspension of the WORK from any cause whatever shall not relieve CONTRACTOR of responsibility for the WORK and materials as herein specified.

## 8-17 PROPERTY RIGHTS IN MATERIALS

Nothing in the CONTRACT shall be construed as vesting in CONTRACTOR any right of property in the materials used after they have been attached or affixed to the WORK or soil. All such material shall become the property of the COUNTY.

## 8-18 PERSONAL LIABILITY

Neither the BOARD OF SUPERVISORS, DIRECTOR, ENGINEER, nor any other officer or authorized employee of the COUNTY, shall be personally responsible for any liability arising under, or by virtue of, the CONTRACT.

## SECTION 9 - PROSECUTION AND PROGRESS

### 9-1 BEGINNING OF WORK

After the CONTRACT has been executed, the COUNTY will issue to CONTRACTOR a written NOTICE TO PROCEED stating the first WORKING DAY of the CONTRACT. CONTRACTOR shall diligently prosecute the CONTRACT to completion within the specified time limit.

Should CONTRACTOR begin WORK in advance of receiving notice that the CONTRACT has been approved as above provided, any WORK performed in advance of the said date of approval shall be considered as having been done at CONTRACTOR's own risk and as a volunteer unless said CONTRACT is so approved.

The delivery of the CONTRACT, BONDS, and approved insurance to the COUNTY, for execution and approval, properly executed on behalf of the CONTRACTOR and surety shall constitute CONTRACTOR's authority to enter upon the site of the WORK and to begin operations, subject to assuming the risk of the disapproval of the CONTRACT, as above provided, and subject also to the following:

- A. Notice in writing of CONTRACTOR's intention to start WORK prior to approval, specifying the intended start date, shall be given to the COUNTY at least twenty-four (24) hours in advance; and
- B. CONTRACTOR shall, on commencing operations, take all precautions required for public safety and shall observe all provisions of the CONTRACT; and
- C. All WORK performed according to the CONTRACT prior to its approval under the authorization hereof, will, when the CONTRACT is approved, be considered authorized WORK and will be paid for as provided in the CONTRACT.

The CONTRACTOR shall be required to commence WORK as directed by in Section 11-5 "Prosecution and Progress".

### 9-2 PROGRESS SCHEDULE

CONTRACTOR shall submit to the ENGINEER a practicable critical path method progress schedule within ten (10) WORKING DAYS of the NOTICE TO PROCEED. Additionally, an updated schedule shall be provided by the CONTRACTOR at each weekly progress meeting and within ten (10) WORKING DAYS of the ENGINEER's written request at any other time.

The schedule shall show the order in which the CONTRACTOR proposes to carry out the WORK, the dates on which all salient features of the WORK will be started (including procurement of materials, plant, and equipment), and the contemplated dates for completing the said salient features, and indicating the approximate percentage of WORK scheduled for completion at any

time. The form, degree of detail, and frequency of updating the schedule shall be as instructed by the ENGINEER.

The progress schedule submitted shall be consistent in all respects with the time and order of WORK requirements of the CONTRACT. The order of the WORK shall be in a logical sequence submitted for approval by the ENGINEER prior to the start of WORK.

Project schedules will include at a minimum, the following:

1. Contract approval date
2. Procurement of special order items, i.e. control panels, pumps, etc.
3. Planned and actual start and completion date of each work activity
4. Each bid item will be considered a work activity
5. Subtasks associated with each work activity, i.e. Survey, watering, track walking, etc.
6. Final cleanup

Project schedules that are accepted by the ENGINEER, will be paid for in the progress pay estimate after the scheduled week, at the CONTRACT unit price per the bid schedule. When no bid item is provided for a progress schedule, payment for progress schedule costs shall be deemed to be included in the other bid items.

Subsequent to the time that submittal of a progress schedule is required in accordance with these SPECIFICATIONS, no progress payments will be made for any WORK until a satisfactory schedule has been submitted to the ENGINEER.

Despite the filing of a progress schedule, CONTRACTOR shall be governed by the direction of the ENGINEER in respect to specific programming when, in the judgment of the ENGINEER, it becomes necessary to accelerate the WORK or any part thereof, or cease WORK at any particular point and concentrate his forces at such other point or points, to the intent that all avoidable delays may be obviated.

### 9-3 TEMPORARY SUSPENSION OF WORK

The ENGINEER shall have the authority to suspend the WORK wholly or in part, for such period as deemed necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the WORK, or for such time as deemed necessary due to the failure on the part of the CONTRACTOR to carry out orders given, or to perform any provision of the CONTRACT. CONTRACTOR shall immediately comply with the written order of the ENGINEER to suspend the WORK wholly or in part. The suspended WORK shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the ENGINEER.

In the event that a suspension of WORK is ordered as provided above, and should such suspension be ordered because CONTRACTOR failed to carry out orders or to perform any provision of the CONTRACT; or because weather conditions are unsuitable for performing any item or items of WORK which the ENGINEER judges could have been performed prior to such unsuitable weather had CONTRACTOR diligently prosecuted the WORK when weather was suitable; CONTRACTOR, at CONTRACTOR's expense, shall do all the WORK necessary to provide a safe, smooth, and unobstructed passageway through the construction area for use by public traffic, customers, and COUNTY employees and contractors during the period of such suspension, as provided in Sections 8-6, "Public Convenience," and 8-7, "Public Safety," and as specified in the TECHNICAL PROVISIONS for the WORK. In the event that CONTRACTOR fails to perform the WORK above specified, the COUNTY will perform such WORK and the cost thereof will be deducted from money due or to become due CONTRACTOR.

In the event of a suspension of WORK under any of the conditions set forth in this Section 9-3, such suspension of WORK shall not relieve the CONTRACTOR of responsibilities specified in Section 8, "Legal Relations and Responsibility."

#### 9-4 TIME OF COMPLETION

The CONTRACTOR shall diligently prosecute the WORK required under the CONTRACT DOCUMENTS to completion within the number of WORKING DAYS set forth in Section 11-5, "Prosecution and Progress" after the commencement of the WORK.

If any portion of a day is a legal holiday, the entire day will be considered as a non-WORKING DAY within the meaning of this Section 9-4.

Should CONTRACTOR prepare to begin WORK at the regular starting time of any day on which inclement weather, or the conditions resulting from the weather, or the condition of the WORK, prevents the WORK from beginning at the usual starting time, and the crew is dismissed as a result thereof, and CONTRACTOR does not proceed with at least Seventy-Five Percent (75%) of the normal labor and equipment force engaged in the current controlling operation, or operations, for at least Sixty Percent (60%) of the total daily time being currently spent on the controlling operation or operations, the CONTRACTOR will not be charged for a WORKING DAY whether or not conditions should change thereafter during said day, and the major portion of the day could be considered to be suitable for such construction operations.

The current controlling operation or operations are to be construed to include any feature of the WORK considered at the time by the ENGINEER and the CONTRACTOR, which, if delayed, will delay the time of completion of the CONTRACT.

Determination that a day is a non-WORKING DAY by reason of inclement weather or conditions resulting immediately therefrom shall be made and agreed upon during such day by conference between the ENGINEER and CONTRACTOR. In the event of failure to agree, CONTRACTOR will be allowed fifteen (15) DAYS from the issuance of the weekly statement of WORKING DAYS in which

to file a written protest setting forth in what respects CONTRACTOR differs from the ENGINEER; otherwise, the decision of the ENGINEER shall be deemed to have been accepted by CONTRACTOR as correct. The ENGINEER will furnish CONTRACTOR a weekly statement showing the number of WORKING DAYS charged to the CONTRACT for the preceding week, the number of WORKING DAYS of time extensions being considered or approved, the number of WORKING DAYS originally specified for the completion of the CONTRACT, and the number of WORKING DAYS remaining to complete the CONTRACT and the extended date for completion thereof, except when WORKING DAYS are not being charged in accordance with the provisions in Section 9-3, "Temporary Suspension of Work."

The COUNTY is under no obligation to consider early completion of the PROJECT and CONTRACTOR shall not, under any circumstances, receive additional compensation from the COUNTY (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the CONTRACTOR and the CONTRACT completion date.

## 9-5 LIQUIDATED DAMAGES

If the WORK required under the CONTRACT DOCUMENTS is not finished or completed within the CONTRACT TIME, the CONTRACTOR shall pay to the COUNTY, as fixed and liquidated damages and not as penalty, the sum set forth in Section 11-5, "Prosecution and Progress" per day for each and every DAY of delay in finishing the WORK in excess of the numbers of days prescribed. In addition to the above described liquidated damages, CONTRACTOR agrees to reimburse COUNTY for any fines or penalties issued by regulatory agencies should the CONTRACTOR fail to complete the WORK within the CONTRACT TIME.

If the WORK required under this CONTRACT is not finished or completed within the CONTRACT TIME, CONTRACTOR acknowledges and admits that damage will be sustained by the COUNTY. It is also agreed that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the COUNTY will sustain in the event of and by reason of such delay. It is therefore agreed by the parties of this CONTRACT, that CONTRACTOR will pay to the COUNTY, as fixed and liquidated damages and not as penalty, the sum set forth in Section 11-5, "Prosecution and Progress" per day for each and every DAY of delay in finishing the WORK in excess of the CONTRACT TIME. CONTRACTOR further agrees that the COUNTY may deduct the amount thereof from any money due or that may become due CONTRACTOR under the CONTRACT. Both the CONTRACTOR and the CONTRACTOR's surety shall be liable for the total amount of liquidated damages.

It is further agreed that if the WORK called for under the CONTRACT is not finished and completed in all parts and requirements within the CONTRACT TIME, the ENGINEER shall have the right to increase the number of working days or not, as they may deem best to serve the interest of the COUNTY.

CONTRACTOR's entitlement to an extension of the CONTRACT TIME is limited to a COUNTY-caused extension of the critical path, reduced by the CONTRACTOR's concurrent delays, and established by a proper time impact analysis. CONTRACTOR shall not be charged liquidated damages because of any delays in completion of the WORK due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR (or its SUBCONTRACTORS or suppliers). COUNTY shall ascertain the facts and extent of delay and grant extension of time for completing the WORK when, in its judgment, the facts justify such an extension. No time extension shall be allowed unless, and then only to the extent that, COUNTY-caused delay extends the critical path beyond the previously approved CONTRACT TIME.

CONTRACTOR will be granted an extension of the CONTRACT TIME for the completion of WORK caused by: acts of God or of the public enemy, fire, floods, tidal waves, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials, freight embargoes or other causes not the fault of and beyond the control of the COUNTY and CONTRACTOR when the WORK stopped is on the critical path; provided, that CONTRACTOR shall notify the ENGINEER in writing of the causes of delay within fifteen (15) DAYS from the beginning of any such delay. The ENGINEER shall ascertain the facts and the extent of the delay, and his findings thereon shall be final and conclusive. Such a non-compensable adjustment shall be CONTRACTOR's sole and exclusive remedy for such delays.

No extension of the CONTRACT TIME will be granted for a delay caused by a shortage of materials unless CONTRACTOR furnishes to the ENGINEER documentary proof that every effort has been made to obtain such materials, from all known sources within reasonable reach of the WORK, in a diligent and timely manner, and further proof in the form of supplementary progress schedules, as required in Section 9-2, "Progress Schedule," that the inability to obtain such materials when originally planned, did in fact cause a delay in final completion of the entire WORK, which delay could not be compensated for by revising the sequence of the CONTRACTOR's operations. The term "shortage of materials," as used in this Section, shall apply only to materials, articles, parts, or equipment which are standard items and are to be incorporated in the WORK. The term "shortage of materials," shall not apply to materials, parts, articles, or equipment which are processed, made, constructed, fabricated, or manufactured to meet the specific requirements of the CONTRACT. Only the physical shortage of material will be considered under these provisions as a cause for extension of the CONTRACT TIME. Delays in obtaining materials due to priority in filling orders will not constitute a shortage of materials. The ENGINEER shall have exclusive authority to determine if the shortage of materials constitutes a delay.

Except for the additional compensation provided for in Section 9-7, "Right-of-Way Delays," and except as provided in Public Contract Code Section 7102, CONTRACTOR shall have no claim for damage or compensation for any delay or hindrance. In no case shall the COUNTY be liable for any costs which are borne by the CONTRACTOR in the regular course of business, including, but not limited to, home office overhead and other ongoing costs.

It is the intent of the above provisions that CONTRACTOR shall not be relieved of liability for liquidated damages for any period of delay in completion of the WORK in excess of that expressly provided for in this Section 9-5.

Payment by the COUNTY of any progress payments, after the specified date of completion, shall not constitute a waiver by the COUNTY of its right to claim liquidated damages in accordance with this Section.

CONTRACTOR shall not be entitled to any extension of time unless CONTRACTOR properly notices the delay and adjustment to compensation and requests a CONTRACT CHANGE ORDER in accordance with these SPECIFICATIONS. CONTRACTOR's failure to timely and fully comply with the change order procedures shall constitute a waiver of CONTRACTOR's right to a time extension.

## 9-6 TERMINATION OF CONTROL

The CONTRACT may be cancelled by the COUNTY without liability for damage, when in the opinion of the COUNTY, CONTRACTOR is not complying in good faith, has become insolvent, or has assigned or subcontracted any part of the WORK without the COUNTY's consent. In the event of such cancellation, CONTRACTOR will be paid the actual amount due based on unit prices or lump sums bid for the quantity of WORK completed at the time of cancellation, less damages caused to the COUNTY by acts of CONTRACTOR causing the cancellation. CONTRACTOR, in having tendered a bid, shall be deemed to have waived any and all claims for damages because of cancellation of the CONTRACT for any such reason. If the COUNTY declares the CONTRACT cancelled for any of the above reasons, written notice to that effect shall be served upon the Surety. The Surety shall, within five (5) days, assume control and perform the WORK as successor to CONTRACTOR.

If CONTRACTOR fails to begin delivery of material and equipment, to commence WORK within the time specified, to maintain an acceptable rate of delivery of material, to execute the WORK in the manner and at such locations as specified, or fails to maintain a work program which will insure the COUNTY's interest, or, if CONTRACTOR is not carrying out the intent of the CONTRACT, the ENGINEER's written notice may be served upon CONTRACTOR and the Surety on its Faithful Performance Bond, demanding satisfactory compliance with the CONTRACT.

If CONTRACTOR or its Surety does not comply with such notice within five (5) days after receiving it, or after starting to comply, fails to continue, the COUNTY may exclude it from the premises and take possession of all material and equipment, and complete the WORK by COUNTY forces or by letting the unfinished WORK to another CONTRACTOR, or by a combination of such methods. In any event, the cost of completing the WORK shall be charged against CONTRACTOR and its Surety, and may be deducted from any money due or becoming due from the COUNTY. If the sums under the CONTRACT are insufficient for completion, CONTRACTOR or Surety shall

pay to the COUNTY within five (5) days after completion, all costs in excess of the CONTRACT PRICE.

If the Surety assumes any part of the WORK, it shall take CONTRACTOR's place in all respects for that part, and shall be paid by the COUNTY for all WORK performed by it in accordance with the CONTRACT. If the Surety assumes the entire CONTRACT, all money due to the CONTRACTOR at the time of its default shall be payable to the Surety as the WORK progresses, subject to the terms of the CONTRACT.

The provisions of this Section shall be in addition to all other rights and remedies available to the COUNTY under law. The COUNTY has the full right to pursue all of its legal and equitable remedies in regard to breach of this CONTRACT.

## 9-7 RIGHT-OF-WAY DELAYS

If, through an act of commission or omission by the COUNTY, CONTRACTOR sustains loss which could not have been avoided by the judicious handling of forces, equipment, and plant, CONTRACTOR shall be entitled to reasonable compensation for such part of CONTRACTOR's actual loss, which in the opinion of the ENGINEER, was unavoidable.

Actual loss shall be understood to include no items of expense other than idle time of equipment and necessary payments for idle time of workers.

Compensation for idle time of equipment will be determined in the same manner as determinations are made for equipment used in the performance of EXTRA WORK paid for on a force account basis, as provided in Section 4-4.1.1, "Labor," and no markup will be added in either case for overhead and profit.

## 9-8 TERMINATION OF CONTRACT

The CONTRACT may be terminated by the ENGINEER when termination is authorized by Section 8-12, "Legal Actions Against the COUNTY," or by other provisions of the CONTRACT which authorize termination. The COUNTY also reserves the right to terminate the CONTRACT at any time upon a determination by the COUNTY that termination of the CONTRACT is in the best interest of the COUNTY.

If the ENGINEER elects to terminate the CONTRACT, the termination of the CONTRACT and the total compensation payable to the CONTRACT shall be governed by the following:

- 9-8.1 The ENGINEER will issue contractor a written notice signed by the ENGINEER, specifying that the CONTRACT is to be terminated. Upon receipt of said written notice, CONTRACTOR will be relieved of further responsibility for damage to the WORK (excluding materials) as specified in Section 8-16, "CONTRACTOR's Responsibility for the Work and Materials," and, except as otherwise directed in writing by the ENGINEER, CONTRACTOR shall:

Stop all WORK under the CONTRACT except that specifically directed to be completed prior to acceptance.

Perform work the ENGINEER deems necessary to secure the PROJECT for termination.

Remove equipment and plant from the site of the WORK.

Take such action as is necessary to protect materials from damage.

Notify all subcontractors and suppliers that the CONTRACT is being terminated and that their contracts or orders are not to be further performed, unless otherwise authorized in writing by the ENGINEER.

Provide the ENGINEER with an inventory list of all materials previously produced, purchased, or ordered from suppliers for use in the WORK, and not yet used in the WORK, including its storage location, and such other information as the ENGINEER may request.

Dispose of materials not yet used in the WORK as directed by the ENGINEER. It shall be CONTRACTOR's responsibility to provide the COUNTY with good title to all materials purchased by the COUNTY hereunder, including materials for which partial payment has been made as provided in Section 10-7, "Partial Payments," and to provide bills of sale or other documents of title for such materials.

Subject to the prior written approval of the ENGINEER, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the ENGINEER, CONTRACTOR shall assign to the COUNTY all the right, title and interest of CONTRACTOR under SUBCONTRACTS or orders for materials terminated hereunder.

Furnish the ENGINEER with the documentation required to be furnished by CONTRACTOR under the provisions of the CONTRACT including all documentation required under the Federal or State requirements included in the CONTRACT, for projects for which Federal or State funds are involved.

Take such other actions as the ENGINEER may direct.

9-8.2 Acceptance of the CONTRACT as hereinafter specified shall not relieve CONTRACTOR of responsibility for damage to materials. CONTRACTOR shall continue to be responsible for damage to materials after issuance of the Notice of Termination, except as follows:

CONTRACTOR's responsibility for damage to materials for which partial payment has been made as provided in Section 10-7, "Partial Payments," and for unused materials furnished by the COUNTY for use in the WORK, shall terminate when the ENGINEER certifies that such materials have been stored in the manner and at the desired locations as directed.

CONTRACTOR's responsibility for damage to materials purchased by the COUNTY, subsequent to the issuance of the notice that the CONTRACT is to be terminated, shall terminate when title and delivery of such materials has been taken by the COUNTY.

After determining that CONTRACTOR has completed the WORK under the CONTRACT, which WORK was directed to be completed prior to termination, and such other WORK as may have been so ordered to secure the project for termination, the ENGINEER will recommend that the COUNTY formally accept the CONTRACT. Immediately upon and after such acceptance by the COUNTY, CONTRACTOR will not be required to perform any further work thereon and shall be relieved of any contractual responsibilities for injury to persons or property which occurs after the formal acceptance of the project by the COUNTY.

9-8.3 Termination of the CONTRACT shall not relieve the Surety of its obligation for any just claims arising out of the WORK performed.

9-8.4 The total compensation to be paid to CONTRACTOR shall be determined by the ENGINEER on the basis of the following:

The reasonable cost to CONTRACTOR, without profit, for all WORK performed under the CONTRACT, including mobilization, demobilization, and WORK performed to secure the project for termination. In determining the reasonable cost, deductions will be made for the cost of materials to be retained by CONTRACTOR, amounts realized by the sale of materials, and for other appropriate credits against the cost of the WORK. Reasonable cost will include a reasonable allowance for project overhead and general administrative overhead not to exceed a total of seven (7) percent of direct costs of such WORK.

When, in the opinion of the ENGINEER, the cost of a CONTRACT item of WORK is excessively high due to costs incurred to remedy or replace defective or rejected WORK, the reasonable cost to be allowed will be the estimated reasonable cost of performing such WORK in compliance with the requirements of the PLANS and SPECIFICATIONS. The excessive actual cost shall be disallowed.

A reasonable allowance for profit on the cost of the WORK performed as determined under Subsection (1), provided CONTRACTOR establishes, to the satisfaction of the ENGINEER, that it is reasonably probable that CONTRACTOR would have made a profit, had the CONTRACT been completed. The profit allowed shall in no event exceed four (4) percent of cost.

The reasonable cost to CONTRACTOR of handling material returned to the supplier, which material was delivered to the COUNTY or otherwise disposed of, as directed by the ENGINEER.

A reasonable allowance for CONTRACTOR's administrative costs in determining the amount payable due to termination of the CONTRACT.

9-8.5 All records of CONTRACTOR and SUBCONTRACTORS, necessary to determine compensation in accordance with the provisions of this Section, shall be open to inspection or audit by representatives of the COUNTY, at all times after issuance of the notice that the CONTRACT is to be terminated. Such records shall be retained and kept open for inspection or audit for a period of three (3) years.

9-8.6 After acceptance of the WORK by the COUNTY, the ENGINEER may recommend payments on the basis of interim estimates, pending issuance of the Final Estimate, in accordance with Section 10-9.1, "Final Payment and Claims," provided that in the ENGINEER's opinion, the amount thus paid together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which CONTRACTOR will be entitled. All payments, including payment upon the Final Estimate, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the CONTRACT.

9-8.7 The provisions of this Section 9-8 shall be included in all SUBCONTRACTS.

## 9-9 COUNTY'S RIGHT TO TAKE POSSESSION OF THE WORK IN WHOLE OR IN PART

It is agreed that the COUNTY has the right, at any time, to enter upon the premises of the WORK and perform work not covered by this CONTRACT, either by day labor or by direct contract with other contractors, or to occupy and use a portion of the premises prior to the date of the final acceptance of the WORK as a whole, without in any way relieving the CONTRACTOR of any obligations under this CONTRACT.

Such use or occupation of the premises shall not be construed as an acceptance of any portion of the WORK under this CONTRACT.

## SECTION 10 - MEASUREMENT AND PAYMENT

### 10-1 MEASUREMENT OF QUANTITIES

Payment for all WORK will be based upon the actual quantities of work as measured upon completion. The COUNTY does not expressly or by implication agree that the actual amount of work or materials of any class will correspond to the estimated quantities given in the BID. CONTRACTOR shall make no claim nor receive any compensation for anticipated profits, for loss of profit, for damages, or for any extra payment whatever because of any difference between the amount of WORK actually done or materials furnished and the estimated amount.

All work to be paid for at a CONTRACT price per unit of measurement will be measured by the ENGINEER in accordance with United States Standard Measures. A ton shall consist of 2,000 pounds avoirdupois.

CONTRACTOR shall bear the expense of and make all arrangements for the measurement of materials paid for by weight.

All weighing, measuring, and metering devices used to measure the quantity of materials used in the WORK shall be suitable for the purpose intended, and shall conform to the tolerances and specifications as outlined in Title 4, Chapter 8 of the California Administrative Code, and these SPECIFICATIONS.

Whenever pay quantities of material are determined by weighing, the scales shall be operated by a weighmaster licensed in accordance with the provisions of the California Business and Professions Code, Division 5, Chapter 7. Upon request by the ENGINEER, CONTRACTOR shall furnish a Public Weighmaster's Certificate, or a Private Weighmaster's Certificate, or certified daily summary weigh sheets. A representative of the COUNTY may, at the discretion of the ENGINEER, be present to witness the weighing and to check and compile the daily record of such scale weights.

The operator of each vehicle weighed shall obtain a weight or load slip from the weighmaster and deliver said slip to the ENGINEER at the point of delivery of the material.

Vehicles used to haul material being paid for by weight shall be weighed empty daily, and at such additional times as the ENGINEER may direct. Each vehicle shall bear a plainly legible identification mark.

Quantities of material wasted, or disposed of, in a manner not called for under the CONTRACT; or rejected loads of material, including material rejected after it has been placed by reason of failure of CONTRACTOR to conform to the provisions of the CONTRACT; or material not unloaded from the transporting vehicle; or material placed outside of the lines indicated on the PLANS or established by the ENGINEER; or material remaining on hand after completion of the WORK; will

not be paid for and such quantities will be deducted from the final total quantities. No compensation will be allowed for hauling and disposing of rejected material.

Full compensation for all expenses involved in conforming to the requirements specified in this Section shall be considered as included in the unit prices paid for the materials being measured or weighed, and no additional compensation will be allowed therefor.

## 10-2 SCOPE OF PAYMENT

Whenever it is specified that CONTRACTOR is to do work or furnish materials of any class for which no price is fixed in the bid, it shall be understood that CONTRACTOR is to do such work or furnish such materials without extra charge or allowance or direct payment of any kind. The cost of doing such work or furnishing such materials is to be included in the price bid for such other items of WORK as CONTRACTOR may consider appropriate, unless it is expressly specified in the CONTRACT DOCUMENTS that such work or materials is to be paid for as EXTRA WORK.

CONTRACTOR shall accept the compensation provided in the CONTRACT as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed WORK and for performing all WORK contemplated and embraced under the CONTRACT; also for loss or damage arising from the nature of the WORK, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the WORK until acceptance by the COUNTY; and for all risks of every description connected with the prosecution of the WORK; and for all expenses incurred in consequence of the suspension or discontinuance of the WORK as provided in the CONTRACT; and for completing the WORK according to the PLANS and SPECIFICATIONS. Neither the payment of any estimate nor of any retained percentage shall relieve CONTRACTOR of any obligation to make good any defective WORK or material.

No compensation will be made in any case for loss of anticipated profits. No compensation will be made in any case for materials delivered to site but not installed.

10-3 RESERVED

10-4 RESERVED

10-5 RESERVED

10-6 STOP NOTICES

The COUNTY, by and through the ENGINEER or other appropriate COUNTY officer or officers, may at its option and at any time retain out of any amounts due CONTRACTOR, sums sufficient to cover claims filed pursuant to Section 9350 et seq. of the Civil Code.

## 10-7 PARTIAL PAYMENTS

The BOARD OF SUPERVISORS, once in each month, shall cause an estimate in writing to be made by the ENGINEER. The estimate shall include the total amount of WORK done to date and acceptable materials incorporated into the WORK.

The COUNTY shall retain a percentage of the estimated value of the WORK done and acceptable materials incorporated into the WORK as partial security for the fulfillment of the CONTRACT by CONTRACTOR set forth in Section 11-21 "Payment Retention".

The ENGINEER shall show on the estimate the balance of the amount due CONTRACTOR, at the time of the estimate, less all previous payments and all sums to be kept or retained under the provisions of the CONTRACT.

CONTRACTOR shall, upon receipt of the estimate, submit to the ENGINEER for payment, an invoice reflecting the balance shown on the estimate. Upon receipt, the ENGINEER shall review the payment request to determine whether it is undisputed and suitable for payment. If the payment request is determined to be unsuitable for payment, it shall be returned to CONTRACTOR as soon as practicable but not later than seven (7) DAYS after receipt, accompanied by a document setting forth in writing the reasons why the payment request is not proper. The COUNTY shall make the progress payment within thirty (30) DAYS after the receipt of an undisputed and properly submitted payment request from CONTRACTOR, provided that a release of liens and claims has been received from the CONTRACTOR pursuant to Civil Code section 8132. The number of days available to the COUNTY to make a payment without incurring interest pursuant to this paragraph shall be reduced by the number of days by which the ENGINEER exceeds the seven (7) day requirement.

No such estimate or payment shall be required to be made when, in the judgment of the ENGINEER, the WORK is not proceeding in accordance with the provisions of the CONTRACT, or the total value of the WORK done since the last estimate amounts to less than \$300.

The COUNTY may withhold a sufficient amount or amounts of any payment or payments otherwise due to CONTRACTOR, as in his judgment may be necessary to cover:

Payments which may be past due and payable for just claims against CONTRACTOR or any SUBCONTRACTORS for labor or materials furnished in and about the performance of work on the PROJECT under this CONTRACT.

Defective work not remedied.

Failure of CONTRACTOR to make proper payments to its SUBCONTRACTOR or for material or labor.

Completion of the CONTRACT if there is a reasonable doubt that the WORK can be completed for balance then unpaid.

Damage to another contractor or a third party.

Amounts which may be due the COUNTY for claims against CONTRACTOR.

Failure of CONTRACTOR to keep the record ("as built") documents up to date.

Failure to provide update on construction schedule as required herein.

Site cleanup.

Failure to comply with CONTRACT DOCUMENTS.

Liquidated damages.

Legally permitted penalties.

No such estimate or payment shall be construed to be an acceptance of any defective WORK or improper materials. Attention is directed to the express prohibition against payment to unlicensed contractors contained in Government Code Section 14311.5, the provisions of which are set forth in Section 8-1.8, "Contractor's Licensing Law."

## 10-8 SUBSTITUTION OF SECURITIES FOR WITHHELD MONEY

Pursuant to Public Contract Code Section 22300, at the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the COUNTY, State Treasurer, or with a State or Federally chartered bank in California, as the escrow agent, who shall pay such monies to CONTRACTOR upon satisfactory completion of the CONTRACT.

Alternatively, CONTRACTOR may request pursuant to Public Contract Code Section 22300, and the COUNTY shall make payment of retentions earned directly to the escrow agent. CONTRACTOR shall receive the interest earned on the investments upon the same terms provided for in this Section for securities deposited by CONTRACTOR. Upon satisfactory completion of the CONTRACT, CONTRACTOR shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the COUNTY.

Securities eligible for investment under this Section shall include those listed in Government Code Section 16430, or bank, savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by CONTRACTOR and the COUNTY.

CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

Any escrow agreement entered into pursuant to this Section shall be substantially similar to the form provided by Public Contract Code Section 22300(f).

## 10-9 PAYMENT AFTER ACCEPTANCE

After the WORK has been accepted by the COUNTY as provided in Section 6-9, "Final Inspection, Field Acceptance and Acceptance by the Board," payments will be made to CONTRACTOR subject to the provisions in that Section.

### 10-9.1 FINAL PAYMENT AND CLAIMS

After acceptance by the BOARD OF SUPERVISORS, ENGINEER will prepare a proposed final estimate, in writing, of the total amount payable to CONTRACTOR. This final estimate will include an itemization of the final CONTRACT amount, segregated as to CONTRACT item quantities, change order work and any other basis for payment. It will show therein all deductions made or to be made, for prior payments, and amounts to be kept or retained under the provisions of the CONTRACT. All prior estimates and payments shall be subject to correction in the proposed final estimate.

The COUNTY shall file a Notice of Completion with the County Recorder's Office after acceptance of the CONTRACT.

Within five (5) DAYS after acceptance of the CONTRACT, CONTRACTOR shall submit to the ENGINEER written approval of said proposed final estimate or a written statement of all claims arising under or by virtue of the CONTRACT. No claim will be considered that was not included in said written statement of claims, nor will any claim be allowed for which a notice or protest is required by these SPECIFICATIONS unless CONTRACTOR has complied with the Notice of Protest requirements in said Section.

Upon CONTRACTOR's approval, or failure to file a claim within said period of five (5) DAYS, the proposed final estimate submitted to the CONTRACTOR shall become the final estimate, and within thirty (30) DAYS thereafter, the COUNTY will pay the entire sum so found to be due, provided that a release of liens and claims has been received from the CONTRACTOR pursuant to Civil Code section 8136. Such final estimate and payment thereon shall be conclusive and binding against both parties to the CONTRACT, on all questions relating to the amount of WORK done and the compensation payable therefor, except as otherwise provided in Sections 10-4-2, "Records," and 10-10, "Clerical Errors."

If CONTRACTOR within said period of five (5) DAYS files claims, the COUNTY shall make payment based on the proposed final estimate, pending final determination by the ENGINEER, regarding said claims as provided in this Section 10-9.

The claims filed by CONTRACTOR shall be in sufficient detail to enable the ENGINEER to ascertain the basis and amount of said claims. The ENGINEER will consider and determine CONTRACTOR's claims. CONTRACTOR must furnish within a reasonable time such further information and details as may be required, by the ENGINEER, to determine the facts or contentions involved in the

claims. Failure to submit such information and details will be sufficient cause for denying the claims.

The ENGINEER will make the final determination of any claims which remain in dispute after a completion of a claim's review. CONTRACTOR may meet with the ENGINEER to make a presentation in support of such claims.

Upon final determination of the claims, the ENGINEER shall then make and issue a final estimate in writing. Within thirty (30) DAYS thereafter the COUNTY will pay the entire sum, if any, found due thereon, provided that a release of liens and claims has been received from the CONTRACTOR pursuant to Civil Code section 8136. Such final estimate shall be conclusive and binding against both parties to the CONTRACT, on all questions relating to the amount of WORK done and the compensation payable therefor, except as otherwise provided in Sections 10-4.2, "Records," and 10-10, "Clerical Errors." No payments, however, final or otherwise, shall operate to release CONTRACTOR or its sureties from the BONDS, or from any other obligation under this CONTRACT.

## 10-10 CLERICAL ERRORS

Notwithstanding the provisions in Section 10-9, "Payment After Acceptance," for a period of three (3) years after acceptance of the WORK, all estimates and payments made pursuant to said Section 10-9, including the final estimate and payment, shall be subject to correction and adjustment for clerical errors in the calculations involved in the determination of quantities and payments. CONTRACTOR and the COUNTY agree to pay to the other any sum due under the provisions of this Section 10-10, provided, however, if the total sum to be paid is less than Two Hundred Dollars (\$200.00), no such payment shall be made.

## **PART 5 – BID RESPONSE DOCUMENTS**

This section of the solicitation contains forms that are to be returned in the bidder’s response along with reference of their location in the document.

### **5-1 Statement of Financial Responsibility, Technical Ability and Experience (Section 2-3.1).**

#### INFORMATION ABOUT BIDDER

(Indicate not applicable (“N/A”) where appropriate.)

**NOTE:** Where bidder is a joint venture, pages shall be duplicated, and information provided for all parties to the joint venture.

1.0 Name of Bidder: \_\_\_\_\_

2.0 Type, if Entity: \_\_\_\_\_

3.0 Bidder Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Facsimile Number

Telephone Number

\_\_\_\_\_

Email Address

4.0 How many years has Bidder’s organization been in business as a Contractor?

\_\_\_\_\_

5.0 How many years has Bidder’s organization been in business under its present name? \_\_\_\_\_

5.1 Under what other or former names has Bidder’s organization operated?

\_\_\_\_\_

6.0 If Bidder’s organization is a corporation, answer the following:

6.1 Date of Incorporation: \_\_\_\_\_

6.2 State of Incorporation: \_\_\_\_\_

6.3 President's Name: \_\_\_\_\_

6.4 Vice-President's Name(s): \_\_\_\_\_

\_\_\_\_\_

6.5 Secretary's Name: \_\_\_\_\_

6.6 Treasurer's Name: \_\_\_\_\_

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: \_\_\_\_\_

7.2 Name and address of all partners (state whether general or limited partnership):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8.0 If other than a corporation or partnership, describe organization and name principals:

\_\_\_\_\_  
\_\_\_\_\_

9.0 List other states in which Bidder's organization is legally qualified to do business.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10.0 What type of work does the Bidder normally perform with its own forces?

\_\_\_\_\_  
\_\_\_\_\_

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

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12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

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13.0 List Trade References:

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14.0 List Bank References (Bank and Branch Address):

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15.0 Name of Bonding Company and Name and Address of Agent:

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LIST OF CURRENT PROJECTS (BACKLOG)

[\*\*Duplicate Page if needed for listing additional current projects. \*\*]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work

**LIST OF COMPLETED PROJECTS – LAST THREE (3) YEARS**

[\*\*Duplicate Page if needed for listing additional completed projects. \*\*]

Please include only those projects which are similar enough to demonstrate bidder's ability to perform the required work.

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work

**L. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE**

The bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity. The bidder may provide a current resume for each key personnel that is fully responsive to each question below.

1. List each person's job title, name and percent of time to be allocated to this project:

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2. Summarize each person's specialized education:

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3. List each person's years of construction experience relevant to the project:

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4. Summarize such experience:

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Bidder agrees that personnel named in this bid will remain on this project until completion of all relevant work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the County.

**M. ADDITIONAL BIDDER'S STATEMENTS:**

If the bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

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Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

**5-2 Debarment and Suspension (Section 2-3.2)**

**DEBARMENT AND SUSPENSION**  
(Public Contract Code Section 6109)

Contractor represents and warrants that it is eligible to bid and work on this project pursuant to Sections 1777.1 and 1777.7 of the California Labor Code and other applicable provisions of law. Further, Contractor acknowledges that it is prohibited from performing work on this project with a subcontractor who is ineligible to perform work on public works project pursuant to Sections 1777.1 and 1777.7.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Firm Name: \_\_\_\_\_

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

**5-3 List of Subcontractors (Section 2-3-3)**

i. The subcontractor(s) listed below will perform work or labor or render service to the contractor in or about the construction of the work or improvement, or are subcontractors licensed by the State of California who will, under subcontract to the contractor, specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the Contract Documents, in an amount in excess of one-half of one percent (1/2 of 1%) of the contractor’s total bid. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the bidder shall list each subcontractor who will perform work or labor or render service to the bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the bidder’s total bid price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

ii. In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the California Public Contract Code, the bidder shall set forth below:

- h) The name and the location of the place of business;
- i) The California contractor license number;
- j) The DIR public works contractor registration number; and
- k) The portion of the work which will be done by each subcontractor.

iii. If a bidder fails to specify a subcontractor or if a contractor specifies more than one subcontractor for the same portion of work, then the bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number

<b>Work to be done by Subcontractor</b>	<b>Name of Subcontractor</b>	<b>Location of Business</b>	<b>CSLB Contractor License No.</b>	<b>DIR Registration Number</b>

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number

(Attach additional sheets if necessary)

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

**5-4 BIDDER'S Noncollusion Declaration (Section 2-3.4)**

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

State of California )  
 ) ss.  
County of Yolo )

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

- i. Note: Bidders are cautioned that making a false certification may subject the bidder to criminal prosecution.

**5-5 BIDDER'S Iran Contracting Act Certification (Section 2-3.5)**

**IRAN CONTRACTING ACT**

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

- The Contractor is not:
  - (1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
  - (2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
  
- The County has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the County will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
  
- The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Firm Name: \_\_\_\_\_

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

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

**5-6 BIDDER'S Bid Guarantee (Section 2-3.7)**

**BID GUARANTEE**

[Note: Not required when other form of bidder's security, e.g. cash, certified check or cashier's check, accompanies bid.]

The makers of this bond are, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety and are held and firmly bound unto the County of Yolo, organized and operating under the laws of the State of California, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to the County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_, 20\_\_\_\_, for construction of modular buildings.

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the County as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporation.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

### Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally

appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

#### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title or Type of Document

- Partner(s)
  - Limited
  - General

\_\_\_\_\_  
Number of Pages

Attorney-In-Fact

Trustee(s)

Guardian/Conservator

\_\_\_\_\_  
Date of Document

Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signer(s) Other Than Named Above

### Notary Acknowledgment

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STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_, 20 \_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally

appeared \_\_\_\_, who proved to me on the basis of satisfactory

Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

#### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	Individual	_____
<input type="checkbox"/>	Corporate Officer	_____
	_____	_____
	Title(s)	Title or Type of Document
<input type="checkbox"/>	Partner(s)	_____
	<input type="checkbox"/> Limited	_____
	<input type="checkbox"/> General	Number of Pages
<input type="checkbox"/>	Attorney-In-Fact	_____
<input type="checkbox"/>	Trustee(s)	_____
<input type="checkbox"/>	Guardian/Conservator	Date of Document
<input type="checkbox"/>	Other:	_____
	Signer is representing:	_____
	Name Of Person(s) Or Entity(ies)	_____
	_____	Signer(s) Other Than Named Above

**5-7 BIDDER's Bid (Section 2-3.8)**

SCHEDULE OF BID ITEMS

**Total Cost Proposal:**            \$ \_\_\_\_\_

Provide a Total Cost to deliver the requested project (above), including all of the requirements described in the Scope of Work. The Total Cost should be broken out as follows:

1. A cost breakout with a minimum of ten project milestones.
2. An estimate timeline (number of days) for each milestone starting from contract execution/award.

#	Timeline	Milestone	Cost
1			\$
2			\$
3			\$
4			\$
5			\$
6			\$
7			\$
8			\$
9			\$
10			\$
11			\$
12			\$
13			\$
14			\$
15			\$
		(This total must match total listed at top of page) Total Cost	\$ \$

**5-10 Signature Page**

**County of Yolo  
SIGNATURE PAGE**

Solicitation Name: \_\_\_\_\_

The undersigned supplier hereby certifies that he/she has read the document in its entirety, understands the specifications, agrees to all instructions, terms, conditions, and addenda set forth in this request. Supplier further certifies that the prices and terms submitted for said product(s) and/or service(s) have been carefully reviewed and are submitted as correct and final, and shall be honored for the length of time indicated in the request.

All paper submittals must be manually signed in ink in the appropriate space below. If submitting electronically via BidSync, print name of "Authorized Person" in the space provided for signature.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

**For clarification of this offer, contact:**

\_\_\_\_\_  
Company Name

Name: \_\_\_\_\_

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
City State Zip

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign

Fax: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Email: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**5-9 Performance Bond**

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Yolo, organized and operating under the laws of the State of California, (hereinafter referred to as the "County") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") an agreement for **Contract No.** \_\_\_\_\_, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the County in the sum of \_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the County, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the County in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a

period of one (1) year after the acceptance of the work by the County, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the County from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the County's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the County to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the County's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder, the Surety and the County, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the County under the Contract and any modification thereto, less any amount previously paid by the County to the Contractor and any other set offs pursuant to the Contract Documents.
- ii. Permit the County to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the County under the Contract and any modification thereto, less any amount previously paid by the County to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the County may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the County, when declaring the Contractor in default, notifies Surety of the County's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby

waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges is \$\_\_\_\_\_.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or Representative for service of process in California, if different from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and Agent or Representative for service of process in California)

\_\_\_\_\_

## Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
 COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally  
 appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
 Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> Individual <input type="checkbox"/> Corporate Officer <hr style="border: 0; border-top: 1px solid black;"/> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Partner(s)                             <div style="margin-left: 20px;"> <input type="checkbox"/> Limited  <input type="checkbox"/> General                                 </div> </div> <div style="width: 45%; border-bottom: 1px solid black; text-align: center;">Title or Type of Document</div> </div> <div style="margin-top: 5px;"> <input type="checkbox"/> Attorney-In-Fact  <input type="checkbox"/> Trustee(s)  <input type="checkbox"/> Guardian/Conservator  <input type="checkbox"/> Other:                             <div style="margin-left: 20px;">                                 Signer is representing:                                  Name Of Person(s) Or Entity(ies)                             </div> </div>	Number of Pages
Title(s)	Date of Document
	Signer(s) Other Than Named Above

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STATE OF CALIFORNIA  
 COUNTY OF \_\_\_\_\_

On \_\_\_\_, 20\_\_, before me, \_\_\_\_\_, Notary Public, personally  
 appeared \_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
 Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> Individual <input type="checkbox"/> Corporate Officer <hr/> <input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Attorney-In-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Guardian/Conservator <input type="checkbox"/> Other:	<hr/> <p style="text-align: center;">Title or Type of Document</p> <hr/> <p style="text-align: center;">Number of Pages</p> <hr/> <p style="text-align: center;">Date of Document</p> <hr/> <p style="text-align: center;">Signer(s) Other Than Named Above</p>
Signer is representing: Name Of Person(s) Or Entity(ies)	
_____	_____

**5-8 Payment Bond**

**PAYMENT BOND**

BOND NO. \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the County of Yolo, State of California, ("Owner") has awarded to \_\_\_\_\_ ("Contractor/Principal") a contract (County Agreement No. \_\_\_\_\_, dated \_\_\_\_\_, 2023, referred to as the "Agreement") for the work described as \_\_\_\_\_. The Agreement is incorporated by this reference into this Payment Bond ("Bond"); and

WHEREAS, Contractor/Principal is required to furnish a bond in connection with the Agreement and pursuant to California Civil Code section 9550;

NOW, THEREFORE, we, \_\_\_\_\_ the undersigned Contractor/Principal, and \_\_\_\_\_, ("Surety"), a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the County of Yolo, and to any and all persons, companies, or corporations entitled by law to file stop payment notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of \_\_\_\_\_ DOLLARS (\$), which such sum being not less than one hundred percent (100%) of the total amount payable by the Owner under the terms of the Agreement, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Contractor/Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor

by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Owner and Contractor/Principal or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

Any notice to Surety may be given in the manner specified in the Agreement and delivered or transmitted to Surety as follows:

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

IN WITNESS WHEREOF, two identical counterparts of this Bond, each of which shall for all purposes be deemed an original thereof, have been duly executed by Contractor/Principal and Surety above named, on the \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(SEAL)  
Contractor/Principal

By: \_\_\_\_\_  
Contractor's Representative

\_\_\_\_\_  
Contractor/Principal's Address

\_\_\_\_\_  
City, State, Zip

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

By: \_\_\_\_\_  
Surety's Representative

\_\_\_\_\_  
Surety's Address

---

City, State, Zip

---

Telephone Number

NOTE: Signatures of those executing for Surety must be properly acknowledged. The bond must be accompanied by a properly acknowledged Power of Attorney from the Surety authorizing its agent to bind it to this bond. A copy of such Power of Attorney must be on file with the Yolo County Clerk.

## Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
 COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally

appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
 Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- Individual
- Corporate Officer

- |                                     | Title(s)   |
|-------------------------------------|--|
| <input type="checkbox"/> Partner(s) | <input type="checkbox"/> Limited<br><input type="checkbox"/> General |
| <input type="checkbox"/>            | Attorney-In-Fact   |
| <input type="checkbox"/>            | Trustee(s)   |
| <input type="checkbox"/>            | Guardian/Conservator   |
| <input type="checkbox"/> Other:     | Signer is representing:<br>Name Of Person(s) Or Entity(ies)          |

- |                           |
|---------------------------|
| Title or Type of Document |
| Number of Pages           |
| Date of Document          |

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Signer(s) Other Than Named Above



## **PART 2 - SPECIAL PROVISIONS**

### SECTION 11 - SPECIAL PROVISIONS

#### 11-1 PROJECT

The WORK to be done under this CONTRACT consists of furnishing all labor, materials, equipment, transportation and services necessary for the Construction of Modular Office Buildings.

#### 11-2 PROJECT LOCATION AND ACCESS

The PROJECT is located at the Yolo County Department of Community Services. (See location map on cover sheet of Plans).

Yolo County Department of Community Services

292 W Beamer Street

Woodland, CA 95695

Normal operating hours are Monday through Thursday 8:00 am to 4:00 pm and 8:00am to 12:00pm on Fridays, PST. For purposes of this solicitation, project hours may be considered 7:00am to 5:00pm Monday through Friday, PST.

As a COUNTY facility, any Work must follow Yolo County Code of Ordinances (see <https://www.yolocounty.org/general-government/board-of-supervisors/county-code>). The COUNTY is directing attention to the following COUNTY Ordinances while working within the Facility:

- Section 6-18.003 Prohibition of smoking in county buildings, on county property, and enclosed public places.

#### 11-3 DEFINITIONS

The following sentence shall be added to the definition for STANDARD CONSTRUCTION SPECIFICATIONS: The STANDARD SPECIFICATION(S) shall apply to the PROJECT.

Section 6-4 of the GENERAL PROVISIONS shall be amended to include the following:

Where conflicts exist between the CONTRACT DOCUMENTS, such conflicts shall be clarified to the following order, the first taking precedence over the lower ranked:

- CONTRACT CHANGE ORDERS
- ADDENDA
- SPECIAL PROVISIONS
- TECHNICAL PROVISIONS
- PROJECT DRAWINGS
- CONTRACT
- STANDARD DRAWINGS
- GENERAL PROVISIONS
- STANDARD CONSTRUCTION SPECIFICATIONS
- Notice to Contractors
- BID
- Reference Specifications
- Approved Shop Drawings

## 11-4 SUBMISSION OF BIDS AND AWARD OF CONTRACT

[RESERVED]

## 11-5 PROSECUTION AND PROGRESS

Section 9-1 of the GENERAL PROVISIONS shall be amended to include the following:

The CONTRACTOR shall be required to commence WORK under this CONTRACT within forty-five (45) Days after the date of receipt by the CONTRACTOR of NOTICE TO PROCEED. The CONTRACTOR shall furnish to the ENGINEER, within fifteen (15) DAYS after receiving the NOTICE TO PROCEED, a statement(s) from the supplier(s) that the WORK ORDERS required for this CONTRACT have been received and accepted by said supplier(s).

Section 9-4 of the GENERAL PROVISIONS shall be amended to include the following:

The CONTRACTOR shall diligently prosecute the CONTRACT to completion within 90 WORKING DAYS after the commencement of the WORK.

Section 9-5 of the GENERAL PROVISIONS shall be amended to include the following:

If the WORK required under this CONTRACT is not completed within the CONTRACT TIME, the CONTRACTOR shall pay to the COUNTY, as fixed and liquidated damages and not as penalty, the sum of \$200 for each and every DAY of delay in finishing the WORK in excess of the CONTRACT TIME.

The first paragraph of Section 8-3 of the GENERAL PROVISIONS shall be amended to the following:

“The COUNTY shall initiate the process of obtaining a building permit from the Yolo County Building Department. The COUNTY shall pay all permitting and Yolo County Building Department inspection fees. The CONTRACTOR SHALL submit any necessary documents to the Yolo County Building Department as required to obtain and comply with the permit. The CONTRACTOR shall sign for the building permits. The CONTRACTOR shall pay all costs associated with producing the necessary documents to submit to the Yolo County Building Department.”

Section 6-5 of the GENERAL PROVISIONS shall be amended to include the following:

[RESERVED]

## 11-6 MEASUREMENT AND PAYMENT

Section 10-1 of the GENERAL PROVISIONS shall be amended to include the following:

Measurement for all WORK will be based on the schedule prescribed in the bid schedule in Section 5 of this solicitation and the Weekly Risk Report prior to execution of the contract. Should this conflict, the Weekly Risk Report will take precedence. Contractor shall only be paid for identified milestones that are completed and accepted by the COUNTY. Each milestone shall be identified and have a cost associated with it and shall not be paid in advance of completion of said milestone.

## 11-7 LABOR SURCHARGE

Section 4-4.1.1B of the GENERAL PROVISIONS shall be amended to include the following:

[RESERVED]

## 11-8 PROGRESS SCHEDULE

Section 9-2 of the GENERAL PROVISIONS shall be amended to include the following:

[RESERVED]

## 11-9 SURVEYS, LINES, AND GRADES

Section 5-8 of the GENERAL PROVISIONS shall be amended to include the following:

[RESERVED]

## 11-10 SITE FACILITIES

Section 5-11 of the GENERAL PROVISIONS shall be amended to include the following:

[RESERVED]

## 11-11 SITE UTILITIES

Section 5-11 of the GENERAL PROVISIONS shall be amended to include the following:

A source for electrical power shall be provided by the COUNTY. However, if portable electric generators are required, the CONTRACTOR shall provide a protective lining and splash pad large enough to catch spilled fuel under the electric generator and its fuel storage area (as approved by the ENGINEER). All fuel spills shall be cleaned up in accordance with County, State, and Federal guidelines.

## 11-12 DUST CONTROL

Section 5-13 of the GENERAL PROVISIONS shall be amended to include the following:

[RESERVED]

## 11-13 TRAFFIC CONTROL

Section 5-14 of the GENERAL PROVISIONS shall be amended to include the following:

[RESERVED]

## 11-14 EXISTING IMPROVEMENTS

Section 8-9 of the GENERAL PROVISIONS shall be amended to include the following:

RESERVED

## 11-15 DIFFERING SITE CONDITIONS

Section 5-15 of the GENERAL PROVISIONS shall be amended to include the following:

[RESERVED]

## 11-16 RECORD DOCUMENTATION

Section 5-9 of the GENERAL PROVISIONS shall be amended to include the following:

The electronic form of the As-Built Drawings shall be submitted as an AUTOCAD dwg or equivalent format as approved by the ENGINEER.

## 11-17 QUALITY CONTROL

Section 5-16 of the GENERAL PROVISIONS shall be amended to include the following:

[RESERVED]

## 11-18 ACCESS TO WORK BY OTHER AGENCIES

Section 8-14 of the GENERAL PROVISIONS shall be amended to include the following:

[RESERVED]

## 11-19 DIVERSION AND CONTROL OF WATER

Section 5-17 of the GENERAL PROVISIONS shall be amended to include the following:

[RESERVED]

## 11-20 COORDINATION OF WORK

Section 8-14 of the GENERAL PROVISIONS shall be amended to include the following:

CONTRACTOR is advised that the construction of the Cannabis Modular at the site could occur concurrently with the Community Services Solar Project. The CONTRACTOR is fully responsible for coordinating activities with COUNTY, including but not limited to: construction staging and material storage areas, material delivery, site access, utilization of on-site water, traffic control. No provisions for schedule or cost adjustments shall be provided by the COUNTY due to alleged delays or other alleged impacts arising from nearby activities. The COUNTY may extend the CONTRACT TIME or award non-working days if delays are caused by concurrent projects.

## 11-21 PAYMENT RETENTION

The second paragraph of Section 10-7 of the GENERAL PROVISIONS shall be replaced by the following:

The COUNTY shall retain five (5) percent of the estimated value of WORK done and acceptable materials incorporated into the WORK as a partial security for the fulfillment of the CONTRACT by the CONTRACTOR.

## 11-22 PROJECT FUNDING

RESERVED

## 11-23 TERM AND TERMINATION

For COUNTY accounting purposes only, this CONTRACT shall terminate when a Notice of Completion is filed with the County Recorder of Yolo County and all payments have been made to the CONTRACTOR, and in no event later than June 30<sup>th</sup> of the calendar year following completion of the project. Notwithstanding the foregoing, any and all representations, warranties, indemnifications, and guarantees made in, required by, or given in accordance with the CONTRACT DOCUMENTS, as well as all continuing obligations under the CONTRACT DOCUMENTS or law, shall survive final payment, completion, and acceptance of the WORK or termination or completion of the AGREEMENT.

## 11-24 SOLE SOURCE / MATERIAL PREFERENCE

Section 7-5 of the GENERAL PROVISIONS shall be amended to include the following:

[RESERVED]

13:55 PM  
Roberto  
05/23/2023



**COUNTY OF YOLO GENERAL SERVICES  
120 W. MAIN STREET.  
SUITE G  
WOODLAND, CA 95695**

**TUESDAY, MAY 23, 2023  
2:00 PM PST**

**BID # GSDIFBYC2301  
CONSTRUCTION OF MODULAR OFFICE BLDG**

## PART 5 – BID RESPONSE DOCUMENTS

This section of the solicitation contains forms that are to be returned in the bidder’s response along with reference of their location in the document.

### **5-1 Statement of Financial Responsibility, Technical Ability and Experience (Section 2-3.1).**

#### INFORMATION ABOUT BIDDER

(Indicate not applicable (“N/A”) where appropriate.)

**NOTE:** Where bidder is a joint venture, pages shall be duplicated, and information provided for all parties to the joint venture.

1.0 Name of Bidder: GLOBAL MODULAR INC.

2.0 Type, if Entity: CORPORATION

3.0 Bidder Address: 1120 COMMERCE AVE., #25  
ATWATER, CA 95301

Facsimile Number (209) 676-8067 Telephone Number (209) 676-8029

Email Address ADEBARD @ 6DVI.NET

4.0 How many years has Bidder’s organization been in business as a Contractor?  
18 yrs

5.0 How many years has Bidder’s organization been in business under its present name? 22 yrs

5.1 Under what other or former names has Bidder’s organization operated?  
NONE

6.0 If Bidder’s organization is a corporation, answer the following:

- 6.1 Date of Incorporation: 11/2001
- 6.2 State of Incorporation: NEVADA
- 6.3 President's Name: ADAM DEBARD
- 6.4 Vice-President's Name(s): NONE
- 6.5 Secretary's Name: ADAM DEBARD
- 6.6 Treasurer's Name: ADAM DEBARD

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: N/A

7.2 Name and address of all partners (state whether general or limited partnership):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8.0 If other than a corporation or partnership, describe organization and name principals:

N/A  
\_\_\_\_\_  
\_\_\_\_\_

9.0 List other states in which Bidder's organization is legally qualified to do business.

NONE  
\_\_\_\_\_  
\_\_\_\_\_

10.0 What type of work does the Bidder normally perform with its own forces?

MANUFACTURE NEW AND USED RELOCATABLE  
MODULAR BUILDING, DELIVER, AND SET.

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

NO

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

NO

13.0 List Trade References:

SLAKEY BROTHERS - BRAD HOISINGTON (360) 984-8891  
EDGES ELECTRIC - DANIELLE BRASUELL (408) 477-8035  
SIERRA CABINET - JIM (209) 941-4002

14.0 List Bank References (Bank and Branch Address):

F&M BANK 2936 'G' ST, MERCED, CA 95340  
CHRIS WINEK (209) 664-5470

15.0 Name of Bonding Company and Name and Address of Agent:

UNIVERSAL SERVICE AGENCY  
595 E. SWEDES FORD RD, STE 350  
LINDA LEBOFFE (800) 646-2401



## LIST OF COMPLETED PROJECTS – LAST THREE (3) YEARS

[\*\*Duplicate Page if needed for listing additional completed projects. \*\*]

Please include only those projects which are similar enough to demonstrate bidder's ability to perform the required work.

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work	
Dignity Health Center	Meroy San Juan Medical Center	manufacture, deliver & install (1) 40x80 outpatient health Clinic	8/29/19	\$1,02,288.00
Co. of Stanislaus Capital Projects	Salvation Army	manufacture, deliver & install (8) 24x40, (4) 24x60 modular bldgs	3/31/20	\$ 939,621.00
Co. of Santa Clara	County of Santa Clara	manufacture, deliver & install (1) 36x60 modular locker room	1/15/21	\$ 851,888.00
Co. of Stanislaus Capital Projects	Access Center	manufacture, deliver & install (6) 24x40 modular bldgs	2/27/20	\$ 645,150.00
Co. of San Bernardino	San Bernardino Sheriff Academy	refurbish, deliver, install new 48x60 modular Training room	12/27/22	\$ 626,000.00
San Francisco Public Utilities Commission	Sunol Valley Water Treatment Plant	refurbish, deliver & install (2) 14x60 modular office w/duke ramp	10/3/22	\$ 373,786.00
Dot Foods, Inc	California Family Health Center	manufacture, deliver & install (1) 24x60 modular bldg	10/12/21	\$ 354,641.00
CertainTeed, LLC	ETI Ohawchilla Coverage Testing Room	(1) 24x60 modular Bldg	3/13/23	\$ 276,427.00
City of Los Angeles	Lawa MSC Lamp	refurbish & relocate (1) 24x60 modular bldg from LAX to new location	4/3/20	\$ 253,718.00
Co. of Kern	James Bowles Juvenile Hall	(1) 24x60 modular office bldg	11/02/21	\$ 217,700.00
Department of Transport	Caltrans	refurbish, deliver & install (1) 24x60 modular office	5/20/20	\$ 208,847.00
Mariposa Co. USD	Lake Don Pedro ES	(1) 12x40 restroom bldg	8/3/22	\$ 186,453.00
City of Los Angeles	Lawa Receiving Station	dismantle, preparation, mobilize & transport midfield modular satellite concourse	8/11/20	\$ 169,813.00
American King Solar, LLC	American King Solar Project	manufacture, deliver & install (1) 24x40 modular operation & maintenance bldg	9/30/20	\$ 154,050.00
Kings Canyon USD	Guidance and Learning Center	refurbish, deliver & install (1) 24x40 modular office bldg	6/30/21	\$ 121,745.00

**L. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE**

The bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity. The bidder may provide a current resume for each key personnel that is fully responsive to each question below.

1. List each person's job title, name and percent of time to be allocated to this project:

<u>ROBERT CRONIN - OPERATION MANAGER</u>	<u>15</u>	<u>90</u>
<u>GREG NAKASONO - ENGINEERING MANAGER</u>	<u>20</u>	<u>90</u>
<u>MARTIN SANCHEZ - PLANT MANAGER</u>	<u>50</u>	<u>90</u>
<u>RENE CASTANEDA - FIELD SUPERVISOR</u>	<u>80</u>	<u>90</u>

2. Summarize each person's specialized education:

SEE ATTACHED RESUMES

---

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3. List each person's years of construction experience relevant to the project:

<u>ROBERT CRONIN - 40 YRS</u>
<u>GREG NAKASONO - 35 YRS</u>
<u>MARTIN SANCHEZ - 30 YRS</u>
<u>RENE CASTANEDA - 15 YRS</u>

4. Summarize such experience:

SEE ATTACHED RESUMES

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Bidder agrees that personnel named in this bid will remain on this project until completion of all relevant work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the County.

**M. ADDITIONAL BIDDER'S STATEMENTS:**

If the bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

SEE ATTACHED BIDDER STATEMENT  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Bidder GLOBAL MODULAR, INC

Signature *Adam De Bard*

Name and Title Adam De Bard - President

Dated May 19, 2023

5-2 *Debarment and Suspension (Section 2-3.2)*

**DEBARMENT AND SUSPENSION**  
(Public Contract Code Section 6109)

Contractor represents and warrants that it is eligible to bid and work on this project pursuant to Sections 1777.1 and 1777.7 of the California Labor Code and other applicable provisions of law. Further, Contractor acknowledges that it is prohibited from performing work on this project with a subcontractor who is ineligible to perform work on public works project pursuant to Sections 1777.1 and 1777.7.

Signature: Adam De Bard

Printed Name: Adam De Bard

Title: President

Firm Name: GLOBAL MODULAR, INC

Date: May 19, 2023

**5-3 List of Subcontractors (Section 2-3-3)**

i. The subcontractor(s) listed below will perform work or labor or render service to the contractor in or about the construction of the work or improvement, or are subcontractors licensed by the State of California who will, under subcontract to the contractor, specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the Contract Documents, in an amount in excess of one-half of one percent (1/2 of 1%) of the contractor's total bid. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the bidder shall list each subcontractor who will perform work or labor or render service to the bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the bidder's total bid price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

ii. In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the California Public Contract Code, the bidder shall set forth below:

- h) The name and the location of the place of business;
- i) The California contractor license number;
- j) The DIR public works contractor registration number; and
- k) The portion of the work which will be done by each subcontractor.

iii. If a bidder fails to specify a subcontractor or if a contractor specifies more than one subcontractor for the same portion of work, then the bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number
SITE SEWER & WATER BACKFILL, POWER CONNECTIONS TO MODULARS, CONCRETE PADS, ASPHALT OVERLAY, AND STRIPING	SWERSTOK ENTERPRISE, INC DBA: PRO BUILDERS	7030 DRYWOOD WAY ORANGEVALE, CA 95662	884897 A, B, C33, C36	100005478

<b>Work to be done by Subcontractor</b>	<b>Name of Subcontractor</b>	<b>Location of Business</b>	<b>CSLB Contractor License No.</b>	<b>DIR Registration Number</b>

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number

(Attach additional sheets if necessary)

Name of Bidder GLOBAL MODULAR, INC

Signature *Adam DeBard*

Name and Title Adam DeBard - President

Dated May 19, 2023

5-4 BIDDER'S Noncollusion Declaration (Section 2-3.4)

NONCOLLUSION DECLARATION TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID  
(Public Contract Code Section 7106)

State of California )  
 ) ss.  
County of Yolo )

The undersigned declares:

I am the PRESIDENT of GLOBAL MODULAR, INC, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on May 19, 2023 [date], at ATWATER [city], CALIFORNIA [state].

Name of Bidder GLOBAL MODULAR, INC

Signature 

Name and Title Adam De Bard - President

Dated May 19, 2023

i. Note: Bidders are cautioned that making a false certification may subject the bidder to criminal prosecution.

**5-5 BIDDER'S Iran Contracting Act Certification (Section 2-3.5)**

**IRAN CONTRACTING ACT**

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The County has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the County will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature: Adam DeBard

Printed Name: Adam DeBard

Title: President

Firm Name: GLOBAL MODULAR, INC

Date: May 19, 2023

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

5-6 **BIDDER'S Bid Guarantee (Section 2-3.7)**

Bond #CIC1938957

**BID GUARANTEE**

[Note: Not required when other form of bidder's security, e.g. cash, certified check or cashier's check, accompanies bid.]

The makers of this bond are, Global Modular Inc., as Principal, and Capitol Indemnity Corporation, as Surety and are held and firmly bound unto the County of Yolo, organized and operating under the laws of the State of California, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to the County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

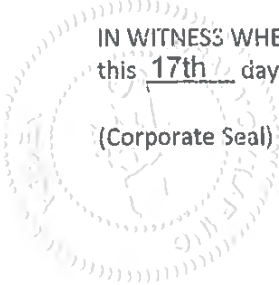
THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated May 23, 2023, for construction of modular buildings.

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the County as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 17th day of May, 2023, the name and corporate seal of each corporation.



(Corporate Seal)

Global Modular Inc.  
Contractor/ Principal

By Adrian B...

Title President

Capitol Indemnity Corporation  
Surety

By John Rosenberg

Attorney-in-Fact John Rosenberg  
Title N/A



(Corporate Seal)

(Attach Attorney-in-Fact Certificate)

Lock Fields

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1938957

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

PATRICIA A. MARINUCCI, RICHARD A. BREDOW, JOHN ROSENBERG, KYLE W KOZIOL
AUSTIN TRIMBUR, RYAN O'NEILL, KARLI NOLAN

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer
Suzanne M Broadbent
Assistant Secretary

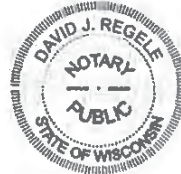


CAPITOL INDEMNITY CORPORATION

John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } s.s.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument, that he knows the seal of the said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele
Notary Public, Dane Co., WI
My Commission is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } s.s.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 17th day of May 20 23



Andrew B. Diaz-Mates
Senior Vice President, General Counsel and Secretary

Global Modular Inc.  
County of Yolo

**ACKNOWLEDGMENT**

COMMONWEALTH OF Pennsylvania

COUNTY OF **Chester**

On May 15, 2023, before me, the undersigned officer, personally appeared, John E. Rosenberg, who acknowledges himself to be the **Attorney-in-Fact** of Capitol Indemnity Corporation , a corporation, being authorized to do so as the Attorney-in-Fact, who executed the foregoing instrument.

In Witness Whereof, I have hereunto set my hand and Notary Seal.

  
Notary Public

Commonwealth of Pennsylvania - Notary Seal  
LINDA ANNE LEBOFFE - Notary Public  
Chester County  
My Commission Expires February 4, 2027  
Commission Number 1344010

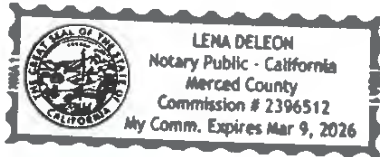
**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Merced }  
On May 18, 2023 before me, Lena DeLeon, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Adam DeBard  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General  Partner –  Limited  General

Individual  Attorney in Fact  Individual  Attorney in Fact

Trustee  Guardian or Conservator  Trustee  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

## 5-7 BIDDER'S Bid (Section 2-3.8)

## SCHEDULE OF BID ITEMS

Total Cost Proposal: \$ 894,513.00  
 (Eight hundred Ninety Four thousand Five hundred Thirteen dollar zero cent)

Provide a Total Cost to deliver the requested project (above), including all of the requirements described in the Scope of Work. The Total Cost should be broken out as follows:

1. A cost breakout with a minimum of ten project milestones.
2. An estimate timeline (number of days) for each milestone starting from contract execution/award.

#	Timeline	Milestone	Cost
1	38 days	Engineering	\$ 69,885.00
2	5 days	Long lead purchasing	\$ 139,814.00
3	5 days	electrical + Plumbing Site Prep	\$ 67,132.00
4	10 days	Welding Fabrication	\$ 83,876.00
5	8 days	Shop framing doors & Windows	\$ 104,853.00
6	10 days	Shop MEP system	\$ 104,853.00
7	6 days	Site installation Electrical & Plumbing	\$ 99,714.00
8	5 days	Shop finishes	\$ 67,861.00
9	2 days	Transport Units to Site	\$ 9,610.00
10	5 days	Rough set of Units on site	\$ 24,932.00
11	6 days	Connection of Electrical & Plumbing	\$ 67,286.00
12	8 days	Complete finish of Bldg on site	\$ 45,724.00
13	3 days	Punch Walk Bldg to Final	\$ 8,973.00
14	N/A	N/A	\$ 0
15	N/A	N/A	\$ 0
		(This total must match total listed at top of page) Total Cost	\$ 894,513.00

NOT USED W/BID

5-8 Payment Bond

PAYMENT BOND

BOND NO. \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the County of Yolo, State of California, ("Owner") has awarded to \_\_\_\_\_ ("Contractor/Principal") a contract (County Agreement No. \_\_\_\_\_, dated \_\_\_\_\_, 2023, referred to as the "Agreement") for the work described as \_\_\_\_\_. The Agreement is incorporated by this reference into this Payment Bond ("Bond"); and

WHEREAS, Contractor/Principal is required to furnish a bond in connection with the Agreement and pursuant to California Civil Code section 9550;

NOW, THEREFORE, we, \_\_\_\_\_ the undersigned Contractor/Principal, and \_\_\_\_\_ ("Surety"), a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the County of Yolo, and to any and all persons, companies, or corporations entitled by law to file stop payment notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of \_\_\_\_\_ DOLLARS (\$), which such sum being not less than one hundred percent (100%) of the total amount payable by the Owner under the terms of the Agreement, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Contractor/Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor

NOT USED W/ BID

by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Owner and Contractor/Principal or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

Any notice to Surety may be given in the manner specified in the Agreement and delivered or transmitted to Surety as follows:

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

IN WITNESS WHEREOF, two identical counterparts of this Bond, each of which shall for all purposes be deemed an original thereof, have been duly executed by Contractor/Principal and Surety above named, on the \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(SEAL)  
Contractor/Principal

By: \_\_\_\_\_  
Contractor's Representative

\_\_\_\_\_  
Contractor/Principal's Address

\_\_\_\_\_  
City, State, Zip

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

By: \_\_\_\_\_  
Surety's Representative

\_\_\_\_\_  
Surety's Address

NOT USED W/ BID

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone Number

NOTE: Signatures of those executing for Surety must be properly acknowledged. The bond must be accompanied by a properly acknowledged Power of Attorney from the Surety authorizing its agent to bind it to this bond. A copy of such Power of Attorney must be on file with the Yolo County Clerk.

NOT USED W/BID

### Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

#### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
  - Corporate Officer
- 
- Title(s)
- Partner(s)
    - Limited
    - General
  - Attorney-In-Fact
  - Trustee(s)
  - Guardian/Conservator
  - Other:
 

Signer is representing:  
Name Of Person(s) Or Entity(ies)

---

Title or Type of Document

---

Number of Pages

---

Date of Document

---

Signer(s) Other Than Named Above

NOT USED W/BID

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STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

#### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer
- \_\_\_\_\_ Title(s)
- Partner(s)  Limited  General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:
- Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_ Title or Type of Document

\_\_\_\_\_ Number of Pages

\_\_\_\_\_ Date of Document

\_\_\_\_\_ Signer(s) Other Than Named Above

NOT USED W/ BID

5-9 Performance Bond

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Yolo, organized and operating under the laws of the State of California, (hereinafter referred to as the "County") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") an agreement for Contract No. \_\_\_\_\_, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the County in the sum of \_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the County, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the County in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a

NOT USED W/BID

period of one (1) year after the acceptance of the work by the County, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the County from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the County's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the County to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the County's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder, the Surety and the County, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the County under the Contract and any modification thereto, less any amount previously paid by the County to the Contractor and any other set offs pursuant to the Contract Documents.
- iii. Permit the County to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the County under the Contract and any modification thereto, less any amount previously paid by the County to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the County may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

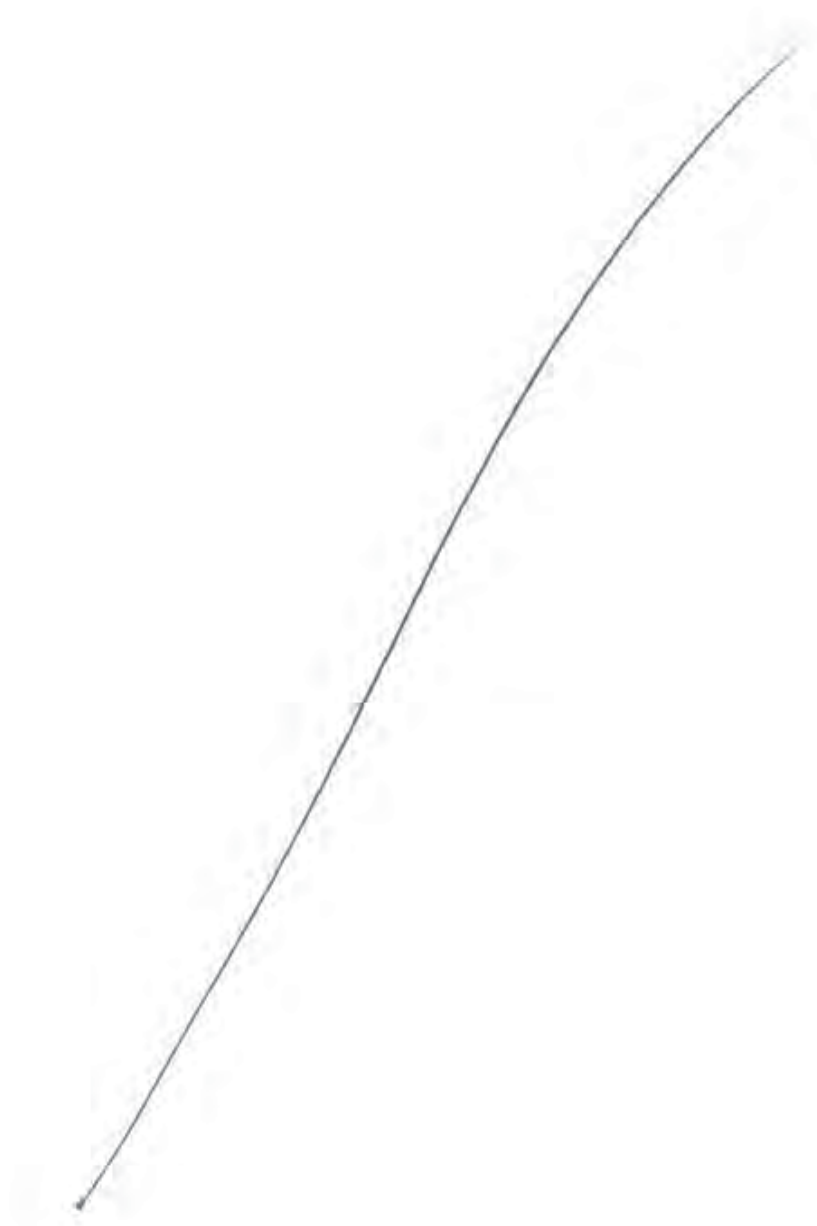
Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the County, when declaring the Contractor in default, notifies Surety of the County's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby

*NOT USED W/ BID*

waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]



NOT USED W/ BID

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Corporate Seal)

Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

Surety

By \_\_\_\_\_

Attorney-in-Fact

Title \_\_\_\_\_

(Attach Attorney-in-Fact Certificate)

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges is \$\_\_\_\_\_.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or Representative for service of process in California, if different from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and Agent or Representative for service of process in California)

\_\_\_\_\_

NOT USED w/BID

### Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_ 20 \_\_, before me, \_\_\_\_\_, Notary Public, personally

appeared \_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

#### OPTIONAL

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#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

---

- Partner(s)
  - Limited
  - General
- Attorney-In Fact
- Trustee(s)
- Guardian/Conservator
- Other:
 

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
Title or Type of Document

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\_\_\_\_\_  
Number of Pages

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Date of Document

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Signer(s) Other Than Named Above

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STATE OF CALIFORNIA  
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Signature of Notary Public

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Signer is representing:  
Name Of Person(s) Or Entity(ies)

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Title or Type of Document

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\_\_\_\_\_  
Number of Pages

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\_\_\_\_\_  
Date of Document

---

\_\_\_\_\_  
Signer(s) Other Than Named Above

5-10 Signature Page

County of Yolo  
SIGNATURE PAGE

Solicitation Name: GLOBAL MODULAR, INC.

The undersigned supplier hereby certifies that he/she has read the document in its entirety, understands the specifications, agrees to all instructions, terms, conditions, and addenda set forth in this request. Supplier further certifies that the prices and terms submitted for said product(s) and/or service(s) have been carefully reviewed and are submitted as correct and final, and shall be honored for the length of time indicated in the request.

All paper submittals must be manually signed in ink in the appropriate space below. If submitting electronically via BidSync, print name of "Authorized Person" in the space provided for signature.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

GLOBAL MODULAR, INC  
Company Name

Name: RON SAVONA

1120 COMMERCE AVE #25  
Address

Title: SR. DIRECTOR OF OPERATIONS

ATWATER CA 95301  
City State Zip

Phone: (951) 545-4633

Adam De Bard (ADAM DEBARD)  
Signature of Person Authorized to Sign

Fax: (209) 676-8067

Adam De Bard  
Printed Name

Email: RSAVONA @ GDVI.NET

President  
Title

May 19, 2023  
Date

**Contractors Sign-In Sheet Bid Opening**  
**Construction of Modular Office Building Project BID#GSDIFBKK2307**  
 292 West Beamer St., Woodland, CA  
 Tuesday, April 11, 2023 @ 2:00 pm

COMPANY	CONTACT NAME	ADDRESS/EMAIL	PHONE NO.	FAX NO.
Pacific Mobile	Brad Fallentine	Brad.Fallentine@PacificMobile.com	725-224-1449	
GLOBAL MODULAR	Rene Castaneda <del>Ben Fafethis</del>	dhamilton@govind	(209) 947-8816	
Blok modular	Fred Rienton	Fred.Rienton@blokmod.com	323-377-1722	
PRO BUILDERS	ROBERT LEWIS	ROBERT@SACPROBUILDERS.COM	916 491 0039	
Abide Builders	Chris PIZZO	bids@abidebuilders.com	016-375-1004	
vesta/ Mobile Mod	Don Snoop	Dsnoop@vesta modular	916 947- <del>822</del> 5292	
JUNAL CONSTRUCTION	BE WALTER	office@junalconstruction.com	530.406.2278	
Atlas Performance Industries	Seke Berven	jberven@apitrailers.com	<del>805-864</del> 805-928-8689	



## RESUMES OF KEY PERSONNEL

### **ROBERT CRONIN – OPERATION MANAGER**

Mr. Cronin has enjoyed a highly successful career for over 40 years in the modular building industry. Rob has started and managed numerous companies in the industry. Rob's primary role is to provide leadership to the sales, estimating, refurbishment and construction functions of the company. A partial list of his project experience includes overseeing public agency projects with LAUSD, UC Davis, Butte Community College, LACCD, Allan Hancock College, County of Santa Clara, SDUSD, Sierra Joint Community College, Cal Trans, Los Banos USD, Crafton College.

### **GREGORY NAKASONO – ENGINEERING MANAGER**

Mr. Nakasono has over 35 years in the modular building industry. Greg has extensive experience in managing all phases of the design and engineering function. Greg is the Company's primary interface with all code enforcement agencies. He is also responsible for directing the Company's design consultants as well as our drafting personnel. A project list of his project experience includes overseeing the engineering and design function for public agency projects with LAUSD, UC Davis, Butte Community College, LACCD, Allan Hancock College, County of Santa Clara, SDUSD, Sierra Joint Community College, Cal Trans, Los Banos USD, Crafton College.

### **MARTIN SANCHEZ – PLANT MANAGER**

Mr. Sanchez has over 30 years of direct manufacturing of modular buildings in the commercial and educational markets. Martin has been highly successful meeting demanding production and delivery schedules while under varying material lead times. A project list of his project experience includes overseeing the engineering and design function for public agency projects with LAUSD, UC Davis, Butte Community College, LACCD, Allan Hancock College, County of Santa Clara, SDUSD, Sierra Joint Community College, Cal Trans, Los Banos USD, Crafton College.

### **RENE CASTANEDA – FIELD SUPERVISOR**

Mr. Castaneda has over 15 years supervising and direct management of field construction and modular building installation crews. He works closely with our engineering, manufacturing, and operations divisions to maintain adherence to our customer's schedule. A project list of his project experience includes overseeing the engineering and design function for public agency projects with LAUSD, UC Davis, Butte Community College, LACCD, Allan Hancock College, County of Santa Clara, SDUSD, Sierra Joint Community College, Cal Trans, Los Banos USD, Crafton College.



## **BIDDER STATEMENT**

Global Modular, Inc. (GMI) has been providing high quality modular buildings for permanent or temporary use throughout California for over 21 years.

GMI services the entire state of California with strategically located Manufacturing, Refurbishment, and Service Centers in the Northern, Central, and Southern regions.

GMI is vertically integrated with its own design professionals, project management personnel, manufacturing facilities, trucking capabilities, and in-house installation and service crews. This ensures GMI customers On-Time delivery of all its quality modular buildings.



Add more keywords to your search



BID OPPORTUNITIES

MARKETPLACE CATALOG MANAGER

< BACK TO BID OPPORTUNITIES

Title	Description	Item Number	Has Offer	
<a href="#">Modular Construction</a>	Turnkey Modular Building Project	GSDIFBYC2301-01-01	No	<input type="button" value="Place offer"/>

1 Results Per Page: 10

**Addendum # 1 - made on Mar 30, 2023 1:43:06 PM PDT**

**Previous Bid End Date:** May 16, 2023 2:00:00 PM PDT **New Bid End Date:** May 23, 2023 2:00:00 PM PDT  
**Previous Q&A End Date:** Apr 11, 2023 2:00:00 PM PDT **New Q&A End Date:** Apr 18, 2023 2:00:00 PM PDT  
**Description/Bid Comments:** (Information was added)  
**Removed Documents:** YOLO Cannabis Modular Construction Final.pdf  
**New Documents:** YOLO Cannabis Modular Construction Amended.pdf  
**Pre-Bid Conference information has changed. Please review all Pre-Bid Conferences.**

**Addendum # 2 - made on Apr 18, 2023 11:23:11 AM PDT**

**New Documents:** Pre-bid job walk sign-in sheet.pdf

*Acknowledgment of Addendum #1  
 Addendum #2  
 Acknowledged  
 President 5-19-23*

## LIST OF COMPLETED PROJECTS – LAST THREE (3) YEARS

[\*\*Duplicate Page if needed for listing additional completed projects. \*\*]

Please include only those projects which are similar enough to demonstrate bidder's ability to perform the required work.

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work	
Dignity Health Center	Meroy San Juan Medical Center	manufacture, deliver & install (1) 40x80 outpatient health Clinic	8/29/19	\$1,02,288.00
Co. of Stanislaus Capital Projects	Salvation Army	manufacture, deliver & install (8) 24x40, (4) 24x60 modular bldgs	3/31/20	\$ 939,621.00
Co. of Santa Clara	County of Santa Clara	manufacture, deliver & install (1) 36x60 modular locker room	1/15/21	\$ 851,888.00
Co. of Stanislaus Capital Projects	Access Center	manufacture, deliver & install (6) 24x40 modular bldgs	2/27/20	\$ 645,150.00
Co. of San Bernardino	San Bernardino Sheriff Academy	refurbish, deliver, install new 48x60 modular Training room	12/27/22	\$ 626,000.00
San Francisco Public Utilities Commission	Sunol Valley Water Treatment Plant	refurbish, deliver & install (2) 14x60 modular office w/duke ramp	10/3/22	\$ 373,786.00
Dot Foods, Inc	California Family Health Center	manufacture, deliver & install (1) 24x60 modular bldg	10/12/21	\$ 354,641.00
Certainited, LLC	ETI Ohawchilla Coverage Testing Room	(1) 24x60 modular Bldg	3/13/23	\$ 276,427.00
City of Los Angeles	Lawa MSC Lamp	refurbish & relocate (1) 24x60 modular bldg from LAX to new location	4/3/20	\$ 253,718.00
Co. of Kern	James Bowles Juvenile Hall	(1) 24x60 modular office bldg	11/02/21	\$ 217,700.00
Department of Transport	Caltrans	refurbish, deliver & install (1) 24x60 modular office	5/20/20	\$ 208,847.00
Mariposa Co. USD	Lake Don Pedro ES	(1) 12x40 restroom bldg	8/3/22	\$ 186,453.00
City of Los Angeles	Lawa Receiving Station	dismantle, preparation, mobilize & transport midfield modular satellite concourse	8/11/20	\$ 169,813.00
American King Solar, LLC	American King Solar Project	manufacture, deliver & install (1) 24x40 modular operation & maintenance bldg	9/30/20	\$ 154,050.00
Kings Canyon USD	Guidance and Learning Center	refurbish, deliver & install (1) 24x40 modular office bldg	6/30/21	\$ 121,745.00