

Project Manual

GENERAL BUILDING JOB ORDER CONTRACT

Contract #'s ~~19-J-01~~, Class B
19-J-02
~~19-J-03~~

The County of Fresno Department of Public Works and Planning

2220 Tulare St., 6th Floor
Fresno, California 93721

B i d D o c u m e n t s

Pre-bid Conference: Wednesday, June 19, 2019, 10:00 a.m.

Bid Date: Thursday, July 11, 2019, 1400 hours and 00 seconds

Budget / Account – Various Funding Orgs



Development Services & Capital Projects Division

Department of Public Works & Planning

Contract: ~~19-J-01~~
19-J-02
~~19-J-03~~

Cover Sheet
00 00 10-1

COPY NO.

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The County of Fresno
Department of Public Works and Planning

JOB ORDER CONTRACT

Contract #19-J-01, Class B
Contract #19-J-02, Class B
Contract #19-J-03, Class B

Adopted by the Fresno County Board of Supervisors, _____, 2019

Nathan Magsig, Chairman	5 th District
Buddy Mendes, Vice Chairman	4 th District
Brian Pacheco	1 st District
Steve Brandau	2 nd District
Sal Quintero	3 rd District

Jean M. Rousseau, County Administrative Officer



Steven White, Director
Department of Public Works and Planning



0.18.19
Date Signed

Capital Projects: 

Noel Roger Davidson, #C27818
License Renewal 10/31/19

Fresno County Department of Public Works and Planning – Capital Projects
2220 Tulare Street, 8th Floor
Fresno, CA 93721-2104

Consultant:

The Gordian Group
30 Patewood Dr., Suite 350
Greenville, SC 29615

Contract No.: #19-J-01
19-J-02
19-J-03

Signature Page
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JOB ORDER CONTRACTS

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The County of Fresno
Department of Public Works & Planning
2220 Tulare St., 6th FL
Fresno, CA 93721

JOB ORDER CONTRACT

Contract #~~19-J-01~~, Class B
19-J-02
~~19-J-03~~

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***Sections 00 21 13 through 00 45 19 included in Bid Book**

Refer to the JOB ORDER CONTRACT CONSTRUCTION TASK CATALOG® and JOB ORDER CONTRACT TECHNICAL SPECIFICATIONS, DIVISION 01 – DIVISION 41 provided in electronic format.

END OF SECTION

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1 **BOARD OF SUPERVISORS COUNTY OF FRESNO STATE OF CALIFORNIA**

2
3 **NOTICE TO BIDDERS**

4
5
6 Sealed proposals will be received at the Fresno County Department of Public Works
7 and Planning, Office of the Design Engineer, Seventh Floor, Fresno County Plaza
8 Building, 2220 Tulare Street, Fresno, CA 93721 until

9
10 **2:00 P.M., (1400 hours and 00 seconds)**

11 **Thursday, July 11, 2019**

12
13 at which time the bidding will be closed. Promptly following the closing of the bidding,
14 all timely submitted bids will be publicly opened and read at the Department in said
15 building, for construction in accordance with the specifications therefor, to which
16 special reference is made as follows:

17
18 **GENERAL BUILDING JOB ORDER CONTRACT**

19
20 **Contract Nos.: 19-J-01, Class B**

21 **19-J-02, Class B**

22 **19-J-03, Class B**

23
24 A Job Order Contract is an indefinite quantity contract pursuant to which the Contractor
25 will perform an ongoing series of individual projects at different locations throughout
26 the County of Fresno. The bid documents include a Construction Task Catalog®
27 containing construction tasks with preset Unit Prices. All Unit Prices are based on local
28 labor prevailing wages, material and equipment prices and are for the direct cost of
29 construction.

30
31 **A MANDATORY pre-bid conference will be held at 10:00 a.m., on Wednesday,**
32 **June 19, 2019 for the purpose of discussing the Job Order Contract concept,**
33 **documents, bid considerations and to discuss Job Order Contracting from a**
34 **contractor's viewpoint. The MANDATORY pre-bid conference will be conducted**
35 **in the 8th Floor Conference Room A in the Fresno County Plaza Building, 2220**
36 **Tulare Street, Fresno, CA 93721**

37
38 **Prospective bidders whose representative(s) attend the MANDATORY pre-bid**
39 **conference will receive the official specification books, the Construction Task**
40 **Catalog® and Technical Specifications; however, no such documents will be**
41 **provided to firms whose representative(s) did not attend the MANDATORY pre-**
42 **bid conference or who may have attended but failed to complete the sign-in**
43 **sheet that will be provided at said conference.**

44
45 **Specification books including the bid book may be viewed on the County's**
46 **website, but the official printed copies of the bid books necessary to submit**
47 **bids as well as the Construction Task Catalog® and the Technical Specifications**
48 **can only be received by firms whose representative(s) attend the MANDATORY**
49 **pre-bid.**

1
2 **Each firm represented at the MANDATORY pre-bid will be provided one copy of**
3 **the official Specification book including the bid book and one copy of the disks**
4 **containing the Construction Task Catalog® and the Technical Specifications for**
5 **Contracts 19-J-01, 19-J-02, and 19-J-03.**
6

7 **The County reserves the right, in its sole discretion, to schedule a second pre-**
8 **bid conference via the issuance of an addendum to this contract. In such case,**
9 **attendance at only one of the pre-bid conferences will be mandatory.**
10

11 Bidders will bid three sets of Adjustment Factors to be applied to the Unit Prices. One
12 set of Adjustment Factors for County/State-funded projects, one set of Adjustment
13 Factors for Federally-funded projects and one set of Adjustment Factors for
14 County/State-funded projects in a Secure Facility. Each set of Adjustment Factors will
15 include one Adjustment Factor for performing work during Normal Working Hours and
16 a second Adjustment Factor for performing work during Other Than Normal Working
17 Hours. All Adjustment Factors apply to every task in the Construction Task Catalog®.
18

19 Upon award of contract and as projects are identified, the Contractor will jointly scope
20 the work with the County Project Manager. The County Project Manager will prepare
21 a Detailed Scope of Work and issue a Request for Proposal to the Contractor. The
22 Contractor will then prepare a Work Order Proposal for the project including a Work
23 Order Price Proposal, Schedule, Sketches or Drawings, a list of subcontractors, and
24 other requested documentation. The value of the Work Order Price Proposal shall be
25 calculated by summing the total of the calculation for each Pre-priced Task (Unit Price
26 x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
27

28 If the Work Order Price Proposal is found to be reasonable, a Work Order may be
29 issued. The Contractor is required to complete each Detailed Scope of Work for the
30 Work Order Price within the Job Order Completion Time.
31

32 A Work Order will reference the Detailed Scope of Work and set forth the Work Order
33 Completion Time, and the Work Order Price. The Work Order Price is determined by
34 multiplying the preset Unit Prices by the appropriate quantities and by the appropriate
35 Adjustment Factor. The Work Order Price shall be a lump sum, fixed price for the
36 completion of the Detailed Scope of Work.
37

38 A separate Work Order will be issued for each project. Extra work, credits, and
39 deletions will be contained in a Supplemental Work Order.
40

41 Minimum and Maximum Contract Values:

42 A. The Minimum Contract Value for this Contract is \$25,000. If a contract is
43 awarded, the Contractor is guaranteed to receive the opportunity to perform
44 one or more Work Orders totaling at least \$25,000 issued during the Contract
45 Term.
46

47 B. The Maximum Contract Value is \$2,000,000, with one option to increase the
48 Maximum Contract Value up to the amount currently authorized by the
49 California Public Contract Code during the term of the Contract. The Contractor
50 is not guaranteed to receive this volume of Work Orders. It is merely an

1 estimate. The Owner has no obligation to issue Work Orders in excess of the
2 Minimum Contract Value.

3
4 Contract Term:

5 A. The Contract Term commences on the date the contract is awarded by the
6 County of Fresno Board of Supervisors (i.e.: the effective date of the Contract).

7
8 B. The term of the Job Order Contract will be either for one year or when issued
9 Work Orders totaling the Maximum Contract Value have been completed,
10 whichever occurs first. All Work Orders must be issued but not necessarily
11 completed within one calendar year of the effective date of the Contract. All
12 Work Orders for which a Notice to Proceed is issued by the County Contract
13 Manager during the term of this Contract shall be valid and in effect
14 notwithstanding that the Detailed Scope of Work may be performed, payments
15 may be made, and the guarantee period may continue, after the Contract Term
16 has expired. All terms and conditions of the Contract apply to each Work Order.
17 No notices to proceed will be issued after 5:00, P.M. on the final day of the
18 Contract Term.

19
20 **The County of Fresno is committed to increasing the availability of employment**
21 **and training opportunities, and requires that the Contractor and each**
22 **subcontractor employed on this Project shall use their best efforts to ensure**
23 **that thirty-three percent (33%) of apprentice hours are performed by qualified**
24 **participants in state approved apprenticeship programs who also are current or**
25 **former “Welfare-to-Work” participants in the CalWORKs program. Attention is**
26 **directed to “Apprentices” in Section 05-1.13 of these Special Provisions.**

27
28 **Incentives whereby the Contractor or subcontractor receives partial**
29 **reimbursement for the wages paid to apprentices who qualify may be available.**
30 **The incentive program is administered by the County of Fresno, Department of**
31 **Social Services, Employment Resource Center. For questions regarding the**
32 **incentive program, contact the Employment Resource Center at (559) 600-5370.**

33
34 Known Bid Document holder names and exchange/publication names may be
35 obtained from the Fresno County website a
36 <http://www.co.fresno.ca.us/planholders>.

37
38 Electronic copies of the Specification books are made available solely for the
39 convenience of prospective bidders on the Contract, and are not considered part of
40 the contract documents. No representation or warranty is made, either express or
41 implied, with regard to the accuracy or suitability of said electronic copies for any
42 purpose whatsoever. Utilization or viewing of said electronic copies shall constitute
43 implicit acknowledgement and acceptance of the provisions of this paragraph.

44
45 A Summary of Bids for the apparent low bidder will be posted at the above listed
46 website, generally within 24 hours of the Bid Opening.

47
48 All questions regarding this contract shall be in writing and shall be received by the
49 Department of Public Works and Planning, Design Division, no later than 2:00 P.M.
50 on the seventh (7th) calendar day before bid opening. Any questions received after

1 this deadline will not receive a response unless the Department of Public Works and
2 Planning elects to issue an addendum to revise the bid opening date. In the event
3 that the bid opening date is revised, the deadline for questions will be extended to no
4 later than 2:00 P.M. on the seventh (7th) calendar day before the revised bid opening
5 date. Questions shall be submitted on the "CONTRACTOR REQUEST FOR
6 CLARIFICATION" form provided in the "Project Details" section of these contract
7 specifications. Fax questions to (559) 455-4609; e-mail to
8 DesignServices@fresnocountyca.gov or mail to:

9
10 County of Fresno
11 Department of Public Works and Planning
12 2220 Tulare Street, Sixth Floor
13 Fresno, CA 93721-2104
14

15 Any changes to, or clarification of, the Contract documents and specifications shall be
16 in the form of a written addendum issued to planholders of record. Questions that
17 prompt a change or clarification shall be included in the addendum with the
18 subsequent answer.

19
20 Any oral explanation or interpretations given to this project are not binding.

21
22 Bidders will submit one (1) bid that will be considered for three potential Contracts
23 being offered.

24
25 Bidders will bid three (3) sets of Adjustment Factors to be applied to the Unit Prices.

- 26 • One set of Adjustment Factors for County/State-funded projects.
- 27 • One set of Adjustment Factors for Federally-funded projects.
- 28 • One set of Adjustment Factors for County/State-funded projects in a Secure
29 Facility.

30
31 Each set of Adjustment Factors will include one Adjustment Factor for performing work
32 during Normal Working Hours and a second Adjustment Factor for performing work
33 during Other Than Normal Working Hours. All Adjustment Factors apply to every task
34 in the Construction Task Catalog®.

35
36 The County intends to award a contract to each of the three (3) lowest responsible
37 bidders. One proposal must be submitted by each bidder wishing to bid for one of the
38 three contracts in the Class B license category. Bids will be compared, for purposes
39 of identifying the apparent low bidder for proposed award of the contract, on the basis
40 of the Award Criteria Figure. The Award Criteria Figure is the sum of the weighted
41 Adjustment Factors.

42
43 The Construction Task Catalog® is priced at a net value of 1.0000. The bid shall be
44 an increase to (e.g., 1.1000) or decrease to (e.g., 0.9500) the Unit Prices listed in the
45 Construction Task Catalog®. Bidders who submit separate Adjustment Factors for
46 separate Unit Prices will be considered non-responsive and their bid will be rejected.

47
48 The Owner selected The Gordian Group's (Gordian) Job Order Contracting (JOC)
49 System for their JOC program. The Gordian JOC System includes Gordian's

1 proprietary eGordian® and Gordian Cloud JOC Applications and Construction Task
2 Catalog®, which shall be used by the Contractor to prepare and submit Job Order
3 Proposals, subcontractor lists, and other requirements specified by the Owner. The
4 Contractor shall be required to execute Gordian's JOC System License and Fee
5 Agreement, and pay a 1% JOC System License Fee to obtain access to the Gordian
6 JOC Solution.

7
8 Each bid shall be submitted in a sealed envelope addressed to the Department and
9 labeled with the name of the bidder, the name of the project, the contract number, and
10 the statement 'Do Not Open Until The Time Of Bid Opening.'

11
12 Bid security in the amount \$25,000, and in the form of a bid bond issued by an admitted
13 surety insurer licensed by the California Department of Insurance, cash, cashier's
14 check or certified check shall accompany the bid. Bid security shall be made in favor
15 of the County of Fresno.

16
17 No contract will be awarded to a contractor who has not been licensed in accordance
18 with the provisions of the Contractors State License Law, California Business and
19 Professions Code, Division 3, Chapter 9, as amended, or whose bid is not on the
20 proposal form included in the contract document. A valid California Contractor's
21 License, **Class B, (General Building)** is required for this project.

22
23 No contractor or subcontractor may be listed on a bid proposal for a public works
24 project unless registered with the Department of Industrial Relations pursuant to Labor
25 Code section 1725.5 [with limited exceptions from this requirement for bid purposes
26 only under Labor Code section 1771.1(a)].

27
28 No contractor or subcontractor may be awarded a contract for public work on a public
29 works project unless registered with the Department of Industrial Relations pursuant
30 to Labor Code section 1725.5.

31
32 The work performed under this contract is subject to compliance monitoring and
33 enforcement by the Department of Industrial Relations.

34
35 This contract is subject to state contract nondiscrimination and compliance
36 requirements pursuant to Government Code, Section 12990.

37
38 Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the
39 county, or counties, in which the work is to be done have been determined by the
40 Director of the California Department of Industrial Relations. These wages are set
41 forth in the General Prevailing Wage Rates for this project, available at County of
42 Fresno, Department of Public Works and Planning, 2220 Tulare Street, Sixth Floor,
43 Fresno CA 93721-2104 and available from the California Department of Industrial
44 Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Future effective
45 general prevailing wage rates, which have been predetermined and are on file with
46 the California Department of Industrial Relations are referenced but not printed in the
47 general prevailing wage rates.

48
49 The successful bidder shall furnish a faithful performance bond in the amount of 100
50 percent of the Maximum Contract Value, a payment bond in the amount of 100 percent
51 of the Maximum Contract Value, and One Year Warranty Bond in the amount of 10

1 percent of the Maximum Contract Value. Each bond specified in this Notice (bid bond,
2 faithful performance bond and payment bond) shall meet the requirements of all
3 applicable statutes, including but not limited to those specified in Public Contract Code
4 section 20129 and Civil Code section 3248.

5
6 Each bond specified in this Notice shall be issued by a surety company designated as
7 an admitted surety insurer in good standing with and authorized to transact business
8 in this state by the California Department of Insurance, and acceptable to the County
9 of Fresno. Bidders are cautioned that representations made by surety companies will
10 be verified with the California Department of Insurance. Additionally, the County of
11 Fresno, in its discretion, when determining the sufficiency of a proposed surety
12 company, may require the surety company to provide additional information supported
13 by documentation. The County generally requires such information and
14 documentation whenever the proposed surety company has either a Best's Key Rating
15 Guide of less than **A** and a financial size designation of less than **VIII**. Provided,
16 however, that the County expressly reserves its right to require all information and
17 documentation to which the County is legally entitled from any proposed surety
18 company.

19
20 Pursuant to Public Contract Code Section 22300, substitution of securities for any
21 moneys withheld by the County of Fresno to ensure performance under the contract
22 shall be permitted.

23
24 The Board of Supervisors reserves the right to reject any or all bids.

25
26 Board of Supervisors, County of Fresno

27
28 Jean Rousseau, County Administrative Officer

29
30 Bernice E. Seidel, Clerk to the Board

31
32 Issue Date: June 4, 2019

33
34 END OF SECTION
35
36
37
38
39
40
41
42
43
44
45
46
47

1 INSTRUCTIONS TO BIDDERS

2
3 1.01 EXPLANATION TO BIDDERS

4
5 An explanation desired by bidders regarding the meaning or interpretation of the bid
6 documents must be requested in writing no later than 10 days prior to the bid opening.
7 Oral explanations given before the award of the contract will not be binding. Any
8 interpretation made will be in the form of an addendum to the bid documents, said
9 addendum will only be issued by the County's Director of Public Works and Planning
10 ("Director"). A copy of the addendum will be furnished to each registered holder of a
11 set of the bid documents and its receipt shall be acknowledged on the Bid Proposal.
12 Each addendum will also be posted on the Public Works and Planning website where
13 the projects out to bid are located.
14

15
16 1.02 EXAMINATION OF CONSTRUCTION TASK CATALOG®, TECHNICAL
17 SPECIFICATIONS AND CONTRACTING REQUIREMENTS

18
19 The bidder is required to examine carefully the Construction Task Catalog®, Technical
20 Specifications, Contracting Requirements, and contract forms for submitting a
21 proposal. It is mutually agreed that the submission of a proposal shall be considered
22 prima facie evidence that the bidder has made such examination and is satisfied with
23 the requirements of the Construction Task Catalog®, Technical Specifications and the
24 Contracting Requirements, Division 00.
25

26
27 1.03 PROPOSAL GUARANTEE

28
29 The bidder shall furnish bid security, also referred to herein as a proposal guarantee,
30 consisting of a bid bond, cash, certified check, or cashier's check for \$25,000.00
31 ("Proposal Guarantee").
32

33 In case security is in the form of a certified check or cashier's check, the County
34 (referred to hereinafter as "Owner") may make such disposition of same as will
35 accomplish the purpose of which submitted. Checks deposited by unsuccessful
36 bidders will be returned as soon as practicable after the bid opening.
37

38
39 1.04 PREPARATION OF PROPOSALS

40
41 The County intends to award a contract to each of the three (3) lowest responsive and
42 responsible bidders. One bid proposal is required by each bidder wishing to bid for
43 one of the contracts.
44

45 The bidder shall prepare his proposal on the blank proposal form furnished by the
46 County (Owner). The bidder shall specify Adjustment Factors in both words and
47 figures for all six (6) types of Adjustment Factors.
48

1 All words and figures shall be in ink. In case of a discrepancy between the prices
2 written in words and those written in figures, the written words shall govern.

3
4 Alternate or conditional bids will not be accepted.

5
6 The bidder's proposal shall be signed in ink by the individual, by one or more partners
7 of the partnership, or by one or more of the officers of the corporation submitting it. If
8 the proposal is made by an individual, his name and post office address must be
9 shown. If made by a partnership, the name of each member of the partnership must
10 be shown. If made by a corporation, the proposal must show the name of the state
11 under which the corporation was chartered and the name of the president, vice
12 president, secretary and treasurer.

13
14 The required proposal guarantee must accompany the proposal.

15 16 17 1.05 SUBCONTRACTORS

18
19 No subcontractors shall be listed with the bid. Each individual Work Order Proposal
20 under the Contract shall include the subcontractor listing.

21 22 1.06 SUBMISSION OF PROPOSAL

23
24 Each proposal shall be submitted in a sealed envelope labeled to clearly indicate the
25 contract and contents.

26
27 When sent by mail, a sealed proposal must be addressed to the Fresno County
28 Department of Public Works and Planning, Office of the Design Engineer, Seventh
29 Floor, Fresno County Plaza Building, 2220 Tulare Street, Fresno, CA 93721. All
30 proposals shall be filed prior to the time and at the place specified in the NOTICE TO
31 BIDDERS. Proposals received after the time for opening of the proposals will be
32 returned to the bidder unopened.

33 34 35 1.07 IRREGULAR PROPOSALS

36
37 Proposals shall be considered irregular and may be rejected for the following reasons:

- 38
39 A. The proposal forms furnished by the Owner are not used or are altered.
40
41 B. There are unauthorized additions, conditional or alternate proposals or
42 irregularities of any kind which tend to make the proposal incomplete or
43 indefinite.
44
45 C. The bidder adds any provision reserving the right to accept or reject an award,
46 or to enter into a contract pursuant to an award.
47
48 D. The bid fails to contain the specified six (6) Adjustment Factors.

1 1.08 DISQUALIFICATION OF BIDDERS

2
3 Any one or more of the following causes may be considered as sufficient for
4 disqualification of a bidder and rejection of that bidder's proposal:

- 5
6 A. More than one proposal for the same work from an individual, partnership or
7 corporation.
8
9 B. Evidence of collusion among bidders. Participants in such collusion will receive
10 no recognition as bidders for any future work of the Owner until such participant
11 shall have been reinstated as a qualified bidder.
12
13 C. Lack of competency and adequate machinery, plant or other equipment, as
14 may be revealed by financial statement if required.
15
16 D. Unsatisfactory performance record as shown by past work for the Owner,
17 judged from the standpoint of workmanship and progress.
18
19 E. Prior commitments or obligations which in the judgment of the Owner might
20 hinder or prevent the prompt completion of the work.
21
22 F. Failure to pay, or satisfactorily settle, all bills due for labor or materials on former
23 contracts in force at the time of letting the bid.
24
25 G. Failure to comply with any qualification regulation of the Owner.
26
27 H. Failure to furnish full amount of Proposal Guarantee with bid or failure to sign
28 bid bond.
29
30

31 1.09 WITHDRAWAL OR REVISION OF PROPOSALS

32
33 A bidder may, without prejudice, withdraw a proposal after it has been deposited,
34 provided the request for such withdrawal is received in writing before the time set for
35 opening proposals. The bidder may then submit a revised proposal provided it is
36 received prior to the time set for opening proposals.
37
38

39 1.10 PUBLIC OPENING OF PROPOSALS

40
41 Proposals will be opened and read publicly at the time and place indicated in the
42 Notice to Contractors. Bidders or their authorized agents are invited to be present.
43
44

45 1.11 RELIEF OF BIDDER

46
47 A bidder who claims a mistake in his bid must follow the procedures in Public Contract
48 Code Section 5100 et seq in seeking relief of his bid.

1 1.12 AWARD OF CONTRACT

2
3 The award of the contracts, if one or all are awarded, will be to the lowest responsible
4 bidders whose proposals comply with all the prescribed requirements. A successful
5 bidder will be awarded only one (1) contract from this Bid Solicitation. The awards if
6 made, will be within 54 days after the opening of proposals. If the Owner finds that it
7 will be unable to award the contract within 54 calendar days after the opening of
8 proposals, the Director may request any or all bidders to extend all terms of their
9 proposal(s) to a specified date. Additional such extensions may possibly be
10 requested. If a bidder does not elect to extend the terms of his or her proposal beyond
11 the 54 calendar days following opening of proposals, or does not respond within 10
12 days to a request for an extension, that bidder's proposal will be deemed as having
13 expired 54 calendar days following opening of the proposals, and that bidder's
14 proposal will not be considered for award of the contract.

15
16 Successful bidders will be notified in writing, by letter mailed to the address shown on
17 the proposal, that his/her bid has been accepted and that he or she has been awarded
18 the contract.

19
20 The right is reserved to reject any or all proposals, to waive technicalities, to advertise
21 for new proposals, or to proceed to do this work otherwise, if in the judgment of the
22 awarding authorities the best interests of the Owner will be promoted thereby.

23
24
25 1.13 CANCELLATION OF AWARD

26
27 The awarding authority reserves the right to cancel the award of any contract at any
28 time before the execution of said contract by all parties without any liability against the
29 Owner.

30
31
32 1.14 CONTRACT BONDS

33
34 The bidder to whom the award is made shall, within ten days, enter into a written
35 contract with the Owner. The bidder shall forfeit the proposal guarantee in case he or
36 she does not follow through with the contract within ten days after the contract is
37 awarded.

38
39 The successful bidder shall furnish a faithful performance bond in the amount of 100
40 percent of the Maximum Contract Value and a payment bond in the amount of 100
41 percent of the Maximum Contract Value and a one year Warranty Bond in the amount
42 of 10 percent (10%) of the Maximum Contract Value. Said bonds shall be submitted
43 in triplicate.

44
45 The payment bond shall contain provisions such that if the Contractor or his/her
46 subcontractors shall fail to pay (a) amounts due under the Unemployment Insurance
47 Code with respect to work performed under the contract, or (b) any amounts required
48 to be deducted, withheld and paid over to the Employment Development Department

1 and to the Franchise Tax Board from the wages of the employees of the Contractor
2 and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code
3 with respect to such work and labor, then the surety will pay these amounts. In case
4 suit is brought upon the payment bond, the surety will pay a reasonable attorney's fee
5 to be fixed by the court.
6

7 The contract form is attached hereto for the Contractor's information only. Execution
8 of the contract by bidders will not be required until after the bid award is made. Liability
9 and Workers Compensation Insurance requirements shall be as set forth in the
10 Agreement.
11

12 13 1.15 BUILDERS RISK INSURANCE 14

15 The Contractor shall not be required to obtain Builder's Risk insurance for the overall
16 contract. Builder's Risk insurance may be required on an individual Work Order. This
17 requirement will be identified in the Detailed Scope of Work and the cost will be
18 handled with a reimbursable line item in the Work Order Price Proposal.
19

20 21 1.16 POST-BID / PRE-AWARD INFORMATION AND REQUIREMENTS 22

- 23 A. Within eight calendar days after bid opening, the apparent low bidder shall
24 submit the following information to the Owner: any qualification statement, list
25 of projects, or other material required by specification documents for the
26 purpose of evaluating the competency and qualifications of the apparent low
27 bidder. Such qualification statements may be in addition to statements
28 required to be submitted with the proposal. Such qualification statements
29 shall be supplemented with additional material, if required by the Owner.
30

31 Upon completion of the bid evaluation process, qualification information
32 submitted by other than the apparent low bidder will be returned upon request.
33

- 34 B. The Owner selected The Gordian Group's (Gordian) Job Order Contracting
35 (JOC) System for their JOC program. The Gordian JOC System includes
36 Gordian's proprietary eGordian® and Gordian Cloud JOC Applications and
37 Construction Task Catalog®, which shall be used by the Contractor to prepare
38 and submit Job Order Proposals, subcontractor lists, and other requirements
39 specified by the Owner. The Contractor shall be required to execute
40 Gordian's **JOC System License and Fee Agreement**, and pay a 1% JOC
41 System License Fee to obtain access to the Gordian JOC Solution.
42

43
44 END OF SECTION
45
46

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1 **BIDDERS' CHECKLIST (CAPITAL IMPROVEMENT CONTRACTS)**

2
3 Because of numerous technical irregularities resulting in rejected proposals for
4 projects, the following checklist is offered for the bidders' information and use in
5 preparing the proposal. This checklist is not to be considered as part of the
6 contract documents. Bidders are cautioned that deleting or not submitting a form
7 supplied in the bid documents (even if the form does not require signature) may
8 result in an irregular bid.

9
10 **P-2, PROPOSAL SHEET (Section 00 42 13)**

11
12 Bidder name on each sheet. Adjustment Factor for each type listed. Make no
13 additions such as "plus tax", "plus freight", or conditions such as "less 2% if paid
14 by 15th". Use ink or typewriter. Acknowledge addenda.

15
16 **P-3, SUBCONTRACTOR LIST**

17
18 Not Applicable for Job Order Contract bids. Subcontractor Listings shall be
19 required as part of a Work Order Proposal for each individual Work Order.

20
21 **P-4.1, BID SECURITY FORM - Read the Notices and Notes (Section 00 43 13)**

22
23 Indicate type of bid security provided.
24 Provide contract license information.

25
26 **State business name and if business is a:**

27 Corporation - list officers

28 Partnership - list partners

29 Joint Venture - list members

30 If Joint Venture members are corporations or partnerships, list their
31 officers or partners.

32 Individual - list Owner's name and firm name style

33
34 **Signature of Bidder –BID MUST BE SIGNED!**

35 Corporation - by an officer

36 Partnership - by a partner

37 Joint Venture - by a member

38 Individual - by the Owner

39 If signature is by a Branch Manager, Estimator, Agent, etc., the bid must be
40 accompanied by a power of attorney authorizing the individual to sign bids,
41 otherwise the bid may be rejected.

42
43 **Business Address - Firm's Street Address**

44
45 **Mailing Address - P.O. Box or Street Address**

1 **BID SECURITY (PROPOSAL GUARANTEE)**

2
3 \$25,000.00

4
5 Type of Bid Security:

6
7 Cash - Not recommended; cash is deposited in a clearing account and is
8 returned to bidders by County warrant. This process may take several
9 weeks.

10
11 Cashier's or Certified Checks - Will be held until the bid is no longer under
12 consideration. If submitted by a potential awardee, they will be returned
13 when the contract bonds are submitted and approved.

14
15 Bid Bonds - Must be signed by the bidder and by the attorney-in-fact for the
16 bonding company. Signature of attorney-in-fact should be notarized and
17 the bond should be accompanied by bonding company's affidavit
18 authorizing attorney-in-fact to execute bonds. An unsigned bid bond will be
19 cause for rejection.

20
21
22 **P-4.2, NON COLLUSION AFFIDAVIT (Section 00 45 19)**

23
24 Must be completed, signed, and returned with bid.

25
26 **P-5, MINORITY BUSINESS ENTERPRISE (Section 00 43 39)**

27
28 (N/A).

29
30 **P-6.1, EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT (Section 00 45 36)**

31
32 (N/A).

33
34 **P-6.2, GOVERNMENTAL CERTIFICATION (Section 00 45 46)**

35
36 (N/A).

37
38 **P-7, GUARANTY OF WORK (Section 00 65 36)**

39
40 Bidder to complete and return with bid.

41
42 **OTHER**

43
44 If the bid forms have been removed from the specifications booklet, staple the
45 pages together.

1 Make sure the bid envelope is sealed and shows the contract name, bid package
2 and contract number.

3
4 If the bid is mailed, allow sufficient time for postal delivery prior to the bid closing
5 time. Bids received after the scheduled time will be returned unopened. Be sure
6 the statement **“DO NOT OPEN UNTIL TIME OF BID OPENING”**, is on the
7 envelope.

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9
10 END OF SECTION
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1 **PROPOSAL TO THE BOARD OF SUPERVISORS**
2
3 **C O U N T Y O F F R E S N O**
4
5

6 Contract: **Job Order Contract – ‘B’ License**

7
8 Contract No.: ~~#19 J 01~~
9 **19-J-02**
10 ~~19 J 03~~

11
12 Various Funding Orgs.

13
14 In case of a discrepancy between words and figures, the words shall prevail.

15
16 If this proposal shall be accepted and the undersigned shall fail to contract, as aforesaid,
17 and to give the two bonds in the sums to be determined as aforesaid, with surety
18 satisfactory to the Awarding Authority, within ten (10) days after the award of the
19 contract, the Awarding Authority, at its option, may determine that the bidder has
20 abandoned the contract, and thereupon this proposal and the acceptance thereof shall
21 be null and void, and the forfeiture of such security accompanying this proposal shall
22 operate and the same shall be the property of the Owner.

23
24 The undersigned, as bidder, declares that all addenda issued with respect to this bid
25 have been received and incorporated into this Proposal. The bidder’s signature on this
26 Proposal also constitutes acknowledgement of all addenda.

27
28 The undersigned, as bidder, declares that the only persons, or parties interested in this
29 proposal as principals are those named herein; that this proposal is made without
30 collusion with any other person, firm or corporation; that he has carefully examined the
31 Construction Task Catalog®, Technical Specifications and Contracting Requirements
32 and he proposes and agrees if this proposal is accepted, that he will contract with the
33 County of Fresno to provide all necessary machinery, tools, apparatus and other means
34 of construction, and to do all the work and furnish all the materials specified in the
35 contract in the manner and time therein prescribed, and according to the requirements
36 of the Owner as therein set forth.

37
38 The Contractor shall perform all Work required called for in the Detailed Scope of Work
39 of each individual Work Order issued under this Contract using the Construction Task
40 Catalog® and Technical Specifications incorporated herein. Contractor shall perform any
41 or all functions called for in the Contract Documents as specified in individual Work
42 Orders against this Contract for the Unit Prices specified in the Construction Task
43 Catalog® (CTC) and Non Pre-priced work multiplied by the following Adjustment Factors.

44
45 The Bidder shall set forth Adjustment Factors in clearly legible figures in the respective
46 space provided below. **See example below the Proposal forms within this Section.**
47 Failure to submit Adjustment Factors for all categories will result in the Proposal being
48 deemed non-responsive.

49
50 The Other Than Normal Working Hours Adjustment Factors SHALL be EQUAL to or
51 GREATER THAN the corresponding Normal Working Hours Adjustment Factors.
52

1 **BIDDER:** Durham Construction Company, Inc.
2
3

4 **1. County/State-funded Projects – Normal Working Hours (7:00am to 5:00pm**
5 **Monday through Friday)**

6 zero point nine two zero zero

7 (Written in Words)

8

0	.	9	2	0	0
---	---	---	---	---	---

9 (Specify to four (4) decimal places)

10
11 **2. County/State-funded Projects – Other Than Normal Working Hours (5:00pm to**
12 **7:00am Monday through Friday, and all day**
13 **Saturday, Sunday, and Holidays)**

14 zero point nine two zero zero

15 (Written in Words)

16

0	.	9	2	0	0
---	---	---	---	---	---

17 (Specify to four (4) decimal places)

18
19 **3. Federally-funded Projects – Normal Working Hours (7:00am to 5:00pm Monday**
20 **through Friday)**

21 zero point seven zero zero zero

22 (Written in Words)

23

0	.	7	0	0	0
---	---	---	---	---	---

24 (Specify to four (4) decimal places)

25
26
27 **4. Federally-funded Projects – Other Than Normal Working Hours (5:00pm to**
28 **7:00am Monday through Friday, and all day**
29 **Saturday, Sunday, and Holidays)**

30 zero point seven zero zero zero

31 (Written in Words)

32

0	.	7	0	0	0
---	---	---	---	---	---

33 (Specify to four (4) decimal places)

34
35 **5. County/State-funded Projects in Secure Facilities – Normal Working Hours**
36 **(7:00am to 5:00pm Monday through Friday)**

37 one point one zero zero zero

38 (Written in Words)

39

1	.	1	0	0	0
---	---	---	---	---	---

40 (Specify to four (4) decimal places)

41
42
43 **6. County/State-funded Projects in Secure Facilities – Other Than Normal**
44 **Working Hours (5:00pm to 7:00am Monday through Friday, and all day**
45 **Saturday, Sunday, and Holidays)**

46 one point one zero zero zero

47 (Written in Words)

48

1	.	1	0	0	0
---	---	---	---	---	---

49 (Specify to four (4) decimal places)

Acknowledgement of Addendum:			
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____

1
2
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Award Criteria Figure

Instructions To Bidder: Specify lines 1 through 13 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Line 1.	County/State-funded Projects – Normal Working Hours	1.	.9200	
Line 2.	Multiply Line 1 by 50%			2. .4600
Line 3.	County/State-funded Projects – Other Than Normal Working Hours	3.	.9200	
Line 4.	Multiply Line 3 by 15%			4. .1380
Line 5.	Federally-funded Projects – Normal Working Hours	5.	.7000	
Line 6.	Multiply Line 5 by 5%			6. .035
Line 7.	Federally-funded Projects – Other Than Normal Working Hours	7.	.7000	
Line 8.	Multiply Line 7 by 5%			8. .035
Line 9.	County/State-funded Projects in Secure Facilities – Normal Working Hours	9.	1.100	
Line 10.	Multiply Line 9 by 15%			10. 0.1650
Line 11.	County/State-funded Projects in Secure Facilities – Other Than Normal Working Hours	11.	1.100	
Line 12.	Multiply Line 11 by 10%			12. 0.1100
Line 13.	Add Lines 2, 4, 6, 8, 10 and 12 This is the Award Criteria Figure:			13. .9430 ✓

10
11
12
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14
15

1 Transfer the number on Line 13 to the space provided below constituting the
2 Bidder's Award Criteria Figure. Transfer the number and write the words.

3
4 **Award Criteria Figure**

5
6
7
8 zero point nine four three

9 (Written in Words)

0

zero

9 4 3 0

(Specify to four (4) decimal places)

10
11
12 The weights in lines 2, 4, 6, 8, 10, and 12 above are for the purpose of calculating
13 the Award Criteria Figure only. No assurances are made by the Owner that Work
14 will be ordered under the Contract in a distribution consistent with the weighted
15 percentages above. The Award Criteria Figure is only used for the purpose of
16 determining the lowest Bidder. When submitting Work Order Price Proposals
17 related to specific Work Orders, the Contractor shall utilize one or more of the
18 Adjustment Factors applicable to the Work being performed provided in items in 1,
19 3, 5, 7, 9, and 11 on the Schedule of Adjustment Factors above, as applicable.

20
21 **The Owner Reserves The Right To Revise All Arithmetic Errors In the**
22 **Calculation of the Award Criteria Figure For Correctness.**

23
24
25 **END OF PROPOSAL FORM**
26
27

28
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30
31
32 **END OF SECTION**
33
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BID SECURITY FORM

CONTRACT: JOB ORDER CONTRACTS

CONTRACT: #19-J-01, 19-J-02, 19-J-03, Class B

Accompanying this proposal is security (check one only) in amount equal to \$25,000.00:

Bid Bond (X); Certified Check (); Cashier's Check (); Cash (\$_____)

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

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

FIRM NAME Durham Construction Company, Inc.

Chris Durham, President, Secretary, Treasurer, Manager, Holder of all corporate offices

Licensed in accordance with an act providing for the registration of Contractors,

A,B,C21,C39,C-8,C16
Class _____ License No. 765896 Expires July 31, 2019

Department of Industrial Relations Registration No: 1000002869



Signature of Bidder

July 11, 2019

Dated

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

BUSINESS ADDRESS: 1025 Holland Avenue, Clovis, CA 93612
Zip Code

MAILING ADDRESS: 1025 Holland Avenue, Clovis, CA 93612
Zip Code

BUSINESS PHONE: (559) 294-9500 **FAX NUMBER:** (559) 294-9200

EMAIL: chris@durham-construction.com

END OF SECTION

Contract No.: #19-J-01
19-J-02
19-J-03

Bid Security Form
00 43 13-1

JOB ORDER CONTRACTS

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1 **CONTRACT: JOB ORDER CONTRACTS**
2
3 **CONTRACT: 19-J-01, 19-J-02, 19-J-03, Class B**

4
5 To the Board of Supervisors, County of Fresno:

6
7 **NONCOLLUSION AFFIDAVIT**

8
9 **TO BE EXECUTED BY BIDDER AND SUBMITTED WITH EACH BID ***

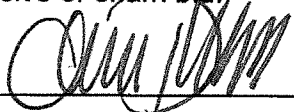
10
11
12 Chris Durham
13 (Printed or Typed Name)

14
15 being first duly sworn, deposes and says that he or she is

16
17 President
18 (Owner, Partner, Corporate Officer (list title), Co-Venturer)

19
20 of Durham Construction Company, Inc.
21 (Bidding Entity)

22
23 the party making the foregoing bid that the bid is not made in the interest of, or on behalf
24 of, any undisclosed person, partnership, company, association, organization, or
25 corporation; that the bid is genuine and not collusive or sham; that the bidder has not
26 directly or indirectly induced or solicited any other bidder to put in a false or sham bid,
27 and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder
28 or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the
29 bidder has not in any manner, directly or indirectly, sought by agreement, communication,
30 or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix
31 any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to
32 secure any advantage against the public body awarding the contract of anyone interested
33 in the proposed contract; that all statements contained in the bid are true; and, further,
34 that the bidder has not, directly or indirectly, submitted his or her bid price or any
35 breakdown thereof, or the contents thereof, or divulged information or data relative
36 thereto, or paid, and will not pay, any fee to any corporation, partnership, company
37 association, thereto, or paid, and will not pay, any fee to any corporation, partnership,
38 company association, organization, bid depository, or to any member or agent thereof to
39 effectuate a collusive or sham bid.

40
41
42 
43 (Signature)

July 11, 2019
(Dated)

44
45 (Title 23 United States Code Section 112)

46
47 (Calif Public Contract Code Section 7106; Stats.1988, c. 1548, Section 1.)

48
49 * **NOTE:** Completing, signing, and returning the Noncollusion Affidavit is a required part
50 of each Proposal. Bidders are cautioned that making a false certification may subject the
51 certifier to criminal prosecution.

52
53 **END OF SECTION**

Contract No.: #19-J-01
19-J-02
19-J-03

Non-Collusion Affidavit
00 45 19-1

JOB ORDER CONTRACTS

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A G R E E M E N T

THIS AGREEMENT made at Fresno, in Fresno County, California, by and between Durham Construction Company, Inc., hereinafter "Contractor", and the County of Fresno, hereinafter "Owner".

WHEREAS: This Agreement, together with other Contract Documents (as defined hereinbelow), shall establish an indefinite quantity Job Order Contract pursuant to which Contractor shall perform an ongoing series of individual projects at different locations throughout the County of Fresno. The construction work and services performed by Contractor under this Agreement shall be carried out pursuant to individual Work Orders. All capitalized terms not defined in this Agreement shall have the meanings set forth in the General Conditions referenced hereinbelow and incorporated herein by reference.

WITNESSETH, the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

ARTICLE I. The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, materialmen, subcontractors, artisans, machinists, teamsters, and laborers required for **Job Order Contract No. ~~19-J-01~~, also referred to herein as the "Contract"**.

~~19-J-02~~

~~19-J-03~~

All goods and services provided shall be in strict compliance with the Construction Task Catalog[®], Technical Specifications and Contracting Requirements therefore prepared by the Director of the Fresno County Department of Public Works and Planning and his authorized representatives, hereinafter "Project Manager", and other contract documents relating thereto.

ARTICLE II. The Contractor and the Owner agree that the Advertisement (Notice to Bidders), the Wage Scale, the Proposal hereto attached, the Instructions to Bidders, the General Conditions of the contract, the Technical Specifications, the Construction Task Catalog[®] and the Addenda and Bulletins thereto, the Contract Bonds and Certificates of Liability and Workers Compensation Insurance, and the Work Orders, together with this Agreement, form the Contract Documents, and they are as fully a part of the contract as if hereto attached or herein repeated. But no part of said specifications that is in conflict with any portion of this Agreement, or that is not actually descriptive of the work to be done thereunder, or of the manner in which the said work is to be executed, shall be considered as any part of this Agreement, but shall be utterly null and void, and anything that is expressly stated, delineated or shown in or upon the specifications or Detailed Scope of Work shall govern and be followed, notwithstanding anything to the contrary in any other source of information or authority to which reference may be made.

ARTICLE III. The Contractor agrees that the work under the contract shall be completed as determined by the Owner as set forth in the individual Work Orders. Time of performance shall be deemed as of the essence hereof and it is agreed that actual damages to the Owner from any delay in completion beyond the date provided for herein,

1 or any extension thereof until the work is completed or accepted, shall be all provable
2 damages plus liquidated damages as identified in the individual Work Orders ranging
3 from **Two Hundred Fifty and 00/100 DOLLARS (\$250.00) to Five Thousand and**
4 **00/100 DOLLARS (\$5000.00)** per day; that said liquidated damage was arrived at by a
5 studied estimate of loss to the Owner in the event of a delay considering the following
6 damage items which are extremely difficult or impossible to determine: Additional
7 construction expense resulting from delay of completion including, but not limited to,
8 engineering, inspection, rental and utilities; provided, however, the Owner may
9 conditionally accept the work and occupy and use the same if there has been such a
10 degree of completion as shall in its opinion render the same safe, fit and convenient for
11 the use for which it is intended and in such cases the Contractor and Surety shall not be
12 charged for liquidated damages for any period subsequent to such conditional
13 acceptance and occupation by the Owner but Owner may assess actual damages
14 caused by failure of total completion during such period. The time during which the
15 Contractor is delayed in said work by the acts or neglects of the Owner or its employees
16 or those under it by contract or otherwise, or by the acts of God which the Contractor
17 could not have reasonably foreseen and provided for, or by storms and inclement
18 weather which delays the work, or by any strikes, boycotts, or like obstructive action by
19 employee or labor organizations, or by any general lockouts or other defensive action
20 by employers, whether general, or by organizations of employers, shall be added to the
21 time for completion as aforesaid.

22
23
24 **ARTICLE IV. COMPENSATION:** The Owner agrees to make payments on account
25 thereof as provided in the General Conditions.

26
27 The Contract is an indefinite-quantity contract for construction work and services. The
28 Minimum Contract Value of Work Orders that the Contractor is guaranteed the
29 opportunity to perform under this Contract is \$25,000. The Maximum Contract Value is
30 \$2,000,000. At the discretion of the Owner and if deemed to be in the public interest, the
31 Maximum Contract Value of this Contract may be increased to the limit allowable by
32 Public Contract Code during the Term of the Agreement.

33
34 The Contractor shall perform all work required, necessary, proper for or incidental to
35 completing the Detailed Scope of Work called for in each individual Work Order issued
36 pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog®
37 and the following Adjustment Factors:

- 38
39 1. County / State-funded Projects – Normal Working Hours (7:00am to 5:00pm Monday
40 through Friday)
41
42
43
44 2. County / State-funded Projects – Other Than Normal Working Hours (5:00pm to
45 7:00am Monday through Friday, and all day Saturday, Sunday, and Holidays)
46
47
48
49 3. Federally-funded Projects – Normal Working Hours (7:00am to 5:00pm Monday
50 through Friday)
51
52
53

- 1 4. Federally-funded Projects – Other Than Normal Working Hours (5:00pm to 7:00am
2 Monday through Friday, and all day Saturday, Sunday, and Holidays)
3
4
5
6 5. County / State-funded Projects in Secure Facilities – Normal Working Hours (7:00am
7 to 5:00pm Monday through Friday)
8
9
10
11 6. County / State-funded Projects in Secure Facilities – Other Than Normal Working
12 Hours (5:00pm to 7:00am Monday through Friday, and all day Saturday, Sunday,
13 and Holidays)
14
15
16
17

18 **ARTICLE V. TERM:** The Term of the Job Order Contract shall be for one (1) year, or
19 when issued Work Orders totaling the Maximum Contract Value have been completed,
20 whichever occurs first. All Work Orders shall be issued, but not necessarily completed
21 within one calendar year after the commencement date of this Agreement.
22

23 All Work Orders for which a Notice to Proceed is issued by the County Contract Manager
24 during the term of this Contract shall be valid and in effect notwithstanding that the
25 Detailed Scope of Work may be performed, payments may be made, and the guarantee
26 period may continue, after the Contract Term has expired. All terms and conditions of
27 the Contract apply to each Work Order. No notices to proceed will be issued after 5:00,
28 P.M. on the final day of the Contract Term.
29
30

31 **ARTICLE VI.** The Contractor and the Owner agree that changes in this Agreement shall
32 become effective only when written in the form of an amendment approved and signed
33 by the Owner and the Contractor.
34

35 The Contractor and the Owner agree that the Owner shall have the right to request any
36 alterations, deviations, reductions or additions to the Detailed Scope of Work of the
37 individual Work Orders or specifications or any of them, and the amount of the cost
38 thereof shall be handled by issuance of a Supplemental Work Order.
39

40 This contract shall be deemed completed when the work of all individual Work Orders is
41 finished in accordance with all Contract Documents as amended by such changes. No
42 such change or modification shall release or exonerate any surety upon any guaranty or
43 bond given in connection with this contract.
44
45

46 **ARTICLE VII.** In the event of a dispute between the Owner or Project Manager and the
47 Contractor as to an interpretation of any of the specifications or as to the quality of
48 sufficiency of material or workmanship, the decision of the Project Manager shall for the
49 time being prevail and the Contractor, without delaying the job, shall proceed as directed
50 by the Project Manager without prejudice to a final determination by negotiation,
51 arbitration by mutual consent or litigation and should the Contractor be finally determined
52 to be either wholly or partially correct, the Owner shall reimburse him for any added costs
53 he may have incurred by reason of work done or material supplied beyond the terms of

1 the contract as a result of complying with the Project Manager's directions as aforesaid.
2 In the event the Contractor shall neglect to prosecute the work properly or fail to perform
3 any provisions of this contract, the Owner, after three days' written notice to the
4 Contractor, may, without prejudice to any other remedy it may have, make good such
5 deficiencies and may deduct the cost thereof from the payment then or thereafter due to
6 the Contractor, subject to final settlement between the parties as in this paragraph
7 hereinabove provided.
8
9

10
11 **ARTICLE VIII. TERMINATION:** If the Contractor should be adjudged a bankrupt, or if
12 he should make a general assignment for the benefit of his creditors, or if a receiver
13 should be appointed on account of his insolvency, or if he or any of his subcontractors
14 should persistently violate any of the provisions of the contract, or if he should
15 persistently or repeatedly refuse or should fail, except in cases for which extension of
16 time is provided, to supply enough properly skilled workmen or proper material, or if he
17 should fail to make prompt payment to subcontractors or for material or labor or
18 persistently disregard laws, ordinances or the instructions of the Project Manager, then
19 the Owner may, upon the certificate of the Project Manager, when sufficient cause exists
20 to justify such action, serve written notice upon the Contractor and his surety of its
21 intention to terminate the contract, such notice to contain the reasons for such intention
22 to terminate the contract, and unless within five (5) days after the serving of such notice,
23 such violations shall cease and satisfactory arrangements for correction thereof be
24 made, the contract shall, upon the expiration of said five days, cease and terminate.
25

26 In the event of any such termination, the Owner shall immediately serve written notice
27 thereof upon the surety and the Contractor, and the surety shall have the right to take
28 over and perform the contract, provided, however, that if the surety within ten (10) days
29 after the serving upon it of notice of termination does not give the Owner written notice
30 of its intention to take over and perform the contract or does not commence performance
31 thereof within the ten (10) days stated above from the date of the serving of such notice,
32 the Owner may take over the work and prosecute the same to completion by contract or
33 by any other method it may deem advisable for the account and at the expense of the
34 Contractor, and the Contractor and his surety shall be liable to the Owner for any excess
35 cost occasioned the Owner thereby, and in such event the Owner may without liability
36 for so doing, take possession of and utilize in completing the work, such materials,
37 appliances, plant and other property belonging to the Contractor as may be on the site
38 or the work and necessary therefore. In such case, the Contractor shall not be entitled
39 to receive any further payment until the work is finished.
40

41 If the unpaid balance of the contract price shall exceed the expense of finishing the work,
42 including compensation for additional managerial and administrative services, such
43 excess shall be paid to the Contractor. If such expense shall exceed such unpaid
44 balance, the Contractor shall pay the difference to the Owner. The expense incurred by
45 the Owner as herein provided, and damage incurred through the Contractor's default,
46 shall be certified by the Project Manager.
47

48
49 **ARTICLE IX.** The Contractor and his subcontractors shall comply with Sections 1770 –
50 1780 of the California Labor Code and the provisions of Sections 2.52 and 2.55 of the
51 General Conditions concerning the payment of wages to all workers and mechanics,
52 and the employment and payment of apprentices by the Contractor or any subcontractor
53 for all work performed under this Agreement.

1
2
3 **ARTICLE X.** The Contractor and his subcontractors shall comply with Sections 1810 to
4 1815 of the California Labor Code and the provisions of Section 2.51 of the General
5 Conditions, concerning hours of work and payment of overtime compensation for all
6 work performed under this Agreement.
7

8
9 **ARTICLE XI. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor
10 agrees to and shall indemnify, save, hold harmless and at County's request, defend
11 County and its officers, agents and employees, and the Project Manager and their
12 respective officers, agents and employees, from any and all costs and expenses,
13 attorney fees and court costs, damages, liabilities, claims and losses occurring or
14 resulting to County, or the Project Manager in connection with the performance, or failure
15 to perform, by Contractor, its officers, agents or employees under this Agreement, and
16 from any and all costs and expenses, attorney fees and court costs, damages, liabilities,
17 claims and losses occurring or resulting to any person, firm or corporation who may be
18 injured or damaged by the performance, or failure to perform, of Contractor, its officers,
19 agents or employees under this Agreement. In addition, Contractor agrees to indemnify
20 County for Federal, State of California and/or local audit exceptions resulting from non-
21 compliance herein on the part of Contractor.
22

23 In any and all claims against the County, the Project Manager, or any of their respective
24 officers, agents or employees, initiated by any employee of the Contractor, any
25 Subcontractor, anyone directly or indirectly employed by any of them or anyone for
26 whose acts any of them may be liable, the indemnification obligation set forth in the
27 immediately preceding paragraph shall not be limited in any way by any limitation on the
28 amount or type of damages, compensation or benefits payable by or for the Contractor
29 or any Subcontractor under workmen's compensation acts, disability benefit acts or other
30 employee benefit acts.
31

32
33 **ARTICLE XII. INSURANCE:** Without limiting the Owner's right to obtain indemnification
34 from Contractor or any third parties, Contractor, at its sole expense, in accordance with
35 the provisions of Section 2.40 of the General Conditions, shall maintain in full force and
36 effect the following insurance policies throughout the term of this Agreement, excepting
37 only those policies for which a longer term is specified:
38

39
40 A. Commercial General Liability Insurance, with scope and amount of coverage
41 as specified in Section 2.40 E.2 of the General Conditions.
42

43 B. Automobile Liability Insurance, with scope and amount of coverage as specified in
44 Section 2.40 E.2 of the General Conditions.
45

46 C. Professional Liability Insurance, with scope and amount of coverage as specified in
47 Section 2.40 E.3 of the General Conditions.
48

49 D. Worker's Compensation Insurance, with scope and amount of coverage as
50 specified in Section 2.40 E. 4 of the General Conditions.
51

1 The Certificate of Insurance shall be issued in triplicate, to the COUNTY OF FRESNO,
2 and all other participating agencies, whether or not said agencies are named herein,
3 who contribute to the cost of the work or have jurisdiction over areas in which the work
4 is to be performed and all officers and employees of said agencies while acting within
5 the course and scope of their duties and responsibilities.
6

7
8 **ARTICLE XIII. MISCELLANEOUS PROVISIONS:**
9

10 1. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time
11 during business hours, and as often as the OWNER may deem necessary, make
12 available to the OWNER for examination all of its records and data with respect to the
13 matters covered by this Agreement. The CONTRACTOR shall, upon request by the
14 OWNER, permit the OWNER to audit and inspect all of such records and data necessary
15 to ensure CONTRACTOR'S compliance with the terms of this Agreement.
16 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be
17 subject to the examination and audit of the Auditor General for a period of three (3) years
18 after final payment under contract (Government Code Section 8546.7).
19

20 2. INDEPENDENT CONTRACTOR.
21

22 In performance of the work, duties, and obligations assumed by
23 CONTRACTOR under this Agreement, it is mutually understood and agreed that
24 CONTRACTOR, including any and all of CONTRACTOR officers, agents, and
25 employees will at all times be acting and performing as an independent
26 contractor, and shall act in an independent capacity and not as an officer, agent,
27 servant, employee, joint venture, partner, or associate of the OWNER.
28 CONTRACTOR and OWNER shall comply with all applicable provisions of law
29 and the rules and regulations, if any, of governmental authorities having
30 jurisdiction over matters of the subject thereof. Because of its status as an
31 independent contractor, CONTRACTOR shall have absolutely no right to
32 employment rights and benefits available to OWNER's employees.
33 CONTRACTOR shall be solely liable and responsible for providing to, or on
34 behalf of, its employees all legally-required employee benefits. In addition,
35 CONTRACTOR shall be solely responsible and save OWNER harmless from all
36 matters related to payment of CONTRACTOR's employees, including
37 compliance with social security, withholding, and all other regulations governing
38 such matters. It is acknowledged that during the term of this Agreement,
39 CONTRACTOR may be providing services to others unrelated to the OWNER or
40 to this Agreement.
41

42 3. DISCLOSURE OF SELF-DEALING TRANSACTIONS
43

44 **This provision is only applicable if the CONTRACTOR is operating as a**
45 **corporation (a for-profit or non-profit corporation) or if during the term of the**
46 **agreement, the CONTRACTOR changes its status to operate as a corporation.**
47

48 **Members of the CONTRACTOR's Board of Directors shall disclose any self-**
49 **dealing transactions that they are a party to while CONTRACTOR is providing**
50 **goods or performing services under this agreement. A self-dealing transaction**

1 shall mean a transaction to which the CONTRACTOR is a party and in which one
2 or more of its directors has a material financial interest. Members of the Board of
3 Directors shall disclose any self-dealing transactions that they are a party to by
4 completing and signing a Self-Dealing Transaction Disclosure Form, attached
5 hereto as Exhibit A and incorporated herein by reference, and submitting it to the
6 OWNER prior to commencing with the self-dealing transaction or immediately
7 thereafter.
8
9

10 **ARTICLE XIV.** The Contractor represents that he has secured the payment of Workers
11 Compensation in compliance with the provisions of the Labor Code of the State of
12 California and Paragraphs B.3, C.3 and E.4 of Section 2.40 of the General Conditions,
13 and that he will continue so to comply with such statutory and contractual provisions for
14 the duration and entirety of the performance of the work contemplated herein.
15

16 This Contract, 19-J-02, was awarded by the Board of Supervisors on
17 8/6/19. It has been reviewed by the Department of Public Works and
18 Planning and is in proper order for signature of the Chairman of the Board of
19 Supervisors.
20

21
22 IN WITNESS WHEREOF, they have executed this Agreement this 29th
23 day of August, 2019
24
25
26
27
28

29 Durham Construction Company, Inc.
30 (CONTRACTOR)

COUNTY OF FRESNO
(OWNER)

31
32 02-0642097
33 (Taxpayer Federal I.D. No.)

34
35 By [Signature]
36
37 Title President
38
39

By [Signature]
Nathan Magsig, Chairman
of the Board of Supervisors of the
County of Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of
California

40
41
42
43
44
45
46 FOR ACCOUNTING USE ONLY
47 VARIOUS ORGS.
48 0001/8830/10000/7295
49 0001/43601150/10000/7295
50 0001/8852/10000/7295
51

By Susan Bishop
Deputy

52
END OF SECTION

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CONTRACTOR REQUEST FOR CLARIFICATION

CONTRACT: JOB ORDER CONTRACT
Contract No.: #19-J-01, 19-J-02, 19-J-03, Class B

Requests for clarification of the Construction Task Catalog® (CTC) and Technical Specifications regarding this project shall be submitted on this form. Any change or clarification shall be in the form of a written addendum issued to Bid Document holders of record. Contractors requesting clarification shall complete the following:

Fax form to (559) 600-4548 or email to: Linda Guerra - lindaguerra@fresnocountyca.gov

FIRM NAME: _____

SENDER / CONTACT NAME: _____

MAILING ADDRESS: _____

Zip Code

BUSINESS PHONE: (____) _____ FAX NUMBER: (____) _____

CTC Task:	Spec Section:
------------------	----------------------

Question Type or print one question below

Response

The following section is for County use only.

Response By: _____ Date: _____

Included in Addendum No. _____ Date: _____

Date Received: _____ Time Received: _____ am / pm RFC Number: _____

This form may be removed from the project specifications and/or reproduced as needed.

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1
2 **CONTRACT: JOB ORDER CONTRACT**

3
4 **CONTRACT NO: #19-J-01, 19-J-02, 19-J-03, Class B**

5 (This guaranty shall be executed by the successful bidder in accordance with Section
6 2.32 of the General Conditions. The bidder may execute the guaranty on this page at
7 the time of submitting the bid.)

8 **G U A R A N T Y**

9
10 To the Owner: County of Fresno

11
12
13 The undersigned guarantees the construction and installation of the following work
14 included in this project:

15
16 **ALL WORK**

17
18 Should any of the materials or equipment prove defective or should the work as a
19 whole prove defective, due to faulty workmanship, material furnished or methods of
20 installation, or should the work or any part thereof fail to operate properly as originally
21 intended and in accordance with each individual Work Order Detailed Scope of Work
22 and specifications, due to any of the above causes, all within twelve (12) months after
23 the date on which the Work Order under this contract is accepted by the Owner, the
24 undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred
25 in restoring said work to the condition contemplated in said project, including the cost
26 of any such equipment or materials replaced and the cost of removing and replacing
27 any other work necessary to make such replacement or repairs, or, upon demand by
28 the Owner, to replace any such material and to repair said work completely without
29 cost to the Owner so that said work will function successfully as originally
30 contemplated.

31
32 The Owner shall have the unqualified option to make any needed replacement or
33 repairs itself or to have such replacements or repairs done by the undersigned. In the
34 event the Owner elects to have said work performed by the undersigned, the
35 undersigned agrees that the repairs shall be made and such materials as are
36 necessary shall be furnished and installed within a reasonable time after the receipt
37 of demand from the Owner. If the undersigned shall fail or refuse to comply with his
38 obligations under this guaranty, the Owner shall be entitled to all costs and expenses
39 reasonably incurred by reason of said failure or refusal.
40

41
42 Durham Construction Company, Inc.

43 (Company)

44
45 By:  / Chris Durham

46
47 President

48 (Title)

49
50 Date: July 11, 2019

51
52 **END OF SECTION**

Contract No.: #19-J-01
19-J-02
19-J-03

Guaranty
00 65 36-1

JOB ORDER CONTRACTS

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1 GENERAL CONDITIONS

2
3
4 2.01 IDENTIFICATION OF CONTRACT

- 5
6 A. The Agreement shall be signed by the Contractor and the Owner.
7
8 B. The Contract Documents are defined in ARTICLE II of the Agreement.
9
10 C. The Contract Documents form the Contract for Construction (“Contract”). This
11 Contract represents the entire and integrated agreement between the parties
12 hereto and supersedes all prior negotiations, representations or agreements,
13 either written or oral. The Contract may be amended or modified only by a
14 Modification as defined above. The Contract Documents shall not be construed
15 to create any contractual relationship of any kind between the Architect or
16 Engineer of record and the Contractor, but the Architect or Engineer of record
17 shall be entitled to performance of the obligations of the Contractor intended
18 for their benefit and to enforcement thereof. Nothing contained in the Contract
19 Documents shall create any contractual relationship between the Owner and
20 any Subcontractor or Sub-subcontractor.
21

22
23 2.02 EXECUTION, CORRELATION, AND INTENT OF CONTRACT DOCUMENTS

- 24
25 A. The Contract Documents are complementary and anything called for by one
26 shall be supplied as if called for by all, providing it comes clearly within the
27 scope of the Contract.
28
29 B. In the event of conflicting provisions within the Job Order Contract, the
30 following order of precedence with item “1” representing the highest
31 precedence, for resolution of the conflict shall apply:
32
33 1. Agreement
34 2. Addenda (later takes precedence over earlier)
35 3. Work Orders (including Detailed Scopes of Work and Requests for
36 Proposals)
37 4. Project Manual
38 5. The Construction Task Catalog®
39 6. Technical Specifications
40
41 C. The intent of the Contract Documents is to include all items necessary for the
42 proper execution and completion of the Work. Words and abbreviations that
43 have well-known technical or trade meanings are used in the Contract
44 Documents in accordance with such recognized meanings.
45
46 D. Execution of the Contract by the Contractor is a representation that the
47 Contractor has become familiar with the local conditions under which the Work
48 is to be performed, and has correlated personal observations with the
49 requirements of the Contract Documents.
50

- 1 E. All work and material shall be the best of the respective kinds specified or
2 indicated. Should any workmanship or materials be required that are not
3 directly or indirectly called for in the Contract Documents, but which
4 nevertheless are necessary for proper fulfillment of the obvious intent thereof,
5 said workmanship or materials shall be the same for similar parts that are
6 detailed, indicated or specified, and the Contractor shall understand the same
7 to be implied and provide for it in his/her tender as if it were particularly
8 described or delineated.
9

10
11 2.03 OWNERSHIP AND USE OF DOCUMENTS
12

13 All Contract Documents and copies thereof furnished shall remain the property of the
14 Owner. With the exception of one (1) contract set for each party to the Contract, such
15 documents are to be returned by Contractor or suitably accounted for to the Owner on
16 request at the completion of the Work. Submission or distribution to meet official
17 regulatory requirements or for other purposes in connection with the Project is not to
18 be construed as publication in derogation of the Architect's common law copyright or
19 other reserved rights. The Owner's use of the documents will not increase the
20 Architect's design liability beyond the Project and the site for which the design was
21 originally intended.
22

23
24 2.04 DEFINITIONS
25

26 The following words, or variations thereof, as used in these documents have meanings
27 as defined:
28

- 29 A. The Work - The Work comprises the completed construction required of the
30 Contractor by the Contract Documents, and includes all labor, materials,
31 equipment and services necessary to produce such construction, and all
32 materials, other permits and equipment incorporated or to be incorporated in
33 such construction.
34
35 B. The Project – The collective improvements to be constructed by the Contractor
36 pursuant to a Work Order, or a series of related Work Orders.
37
38 C. Owner - The County of Fresno, State of California, as represented by the
39 Fresno County Board of Supervisors and so named in the Agreement. The
40 term Owner means the Owner or the Owner's authorized representative (also
41 known as the Project Manager) for this project.
42
43 D. Inspector of Record (IOR) – The authorized representative of the Owner, also
44 known as the Project Manager, as defined in Section 2.04C, in all aspects of
45 administering the contract on behalf of the Owner.
46
47 E. Architect or Engineer of record – The Owner and his/her authorized
48 representatives, as defined in Section 2.04C, or a duly licensed Architect
49 and/or Engineer providing consultant services in accordance with an
50 agreement with the Owner.
51

- 1 F. Contractor - When used in the General Conditions refers to person(s) or entity
2 (partnership or corporation) so named in Agreement and when used in the
3 body of the Specifications, refers to the Contractor for that specific work,
4 whether it be the General Contractor, Subcontractor, or other Contractor. The
5 term Contractor means the Contractor or the Contractor's authorized
6 representative.
7
- 8 G. Subcontractor - Person, persons, entity, co-partnership or corporation having
9 direct contract with Contractor to perform any of the Work at the site. The term
10 Subcontractor means a Subcontractor or a Subcontractor's authorized
11 representative. The term Subcontractor does not include any separate
12 contractor or any separate contractor's subcontractors.
13
- 14 H. Sub-subcontractor – Person, persons, entity, co-partnership or corporation
15 having a direct or indirect contract with a Subcontractor to perform any of the
16 Work at the site (i.e. a second-tier, third-tier or lower-tier Subcontractor). The
17 term Sub-subcontractor means a Sub-subcontractor or an authorized
18 representative thereof.
19
- 20 I. Adjustment Factor – A competitively bid adjustment to be applied to the unit
21 prices listed in the Construction Task Catalog®.
22
- 23 J. Construction Task Catalog®- A comprehensive listing of construction related
24 tasks together with a specific unit of measure and a published Unit Price.
25
- 26 K. Detailed Scope of Work – A document setting forth the work the Contractor is
27 obligated to complete for a particular Work Order.
28
- 29 L. Work Order – A written order issued by the Owner, such as a Purchase Order,
30 requiring the Contractor to complete the Detailed Scope of Work within the
31 Work Order Completion Time for the Work Order Price. A project may consist
32 of one or more Work Orders.
33
- 34 M. Work Order Completion Time – The time within which the Contractor must
35 complete the Detailed Scope of Work.
36
- 37 N. Work Order Price – The amount a Contractor will be paid for completing a Work
38 Order.
39
- 40 O. Joint Scope Meeting – A site meeting attended by the Owner and Contractor
41 to discuss the work before the Detailed Scope of Work is finalized.
42
- 43 P. Maximum Contract Value - The maximum value of Work Orders that the
44 Contractor may receive under this Contract.
45
- 46 Q. Minimum Contract Value – The minimum value of Work Orders that the
47 Contractor is guaranteed the opportunity to perform under this Contract.
48
- 49 R. Non Pre-priced Task – An item of work required by the Detailed Scope of Work
50 but not included in the Construction Task Catalog®.
51

- 1 S. Normal Working Hours – Includes the hours from 7:00 a.m. to 5:00 p.m.
2 Monday through Friday, except for Owner holidays.
3
4 T. Notice to Proceed - A written notice issued by the Owner directing the
5 Contractor to proceed with construction activities to complete the Work Order.
6
7 U. Other than Normal Working Hours – Includes the hours of 5:00 p.m. to 7:00
8 a.m. Monday through Friday and all day Saturday, Sunday, and Owner
9 Holidays.
10
11 V. Pre-priced Task – An item of work included in the Construction Task Catalog®
12 for which a Unit Price is given.
13
14 W. Price Proposal – A price proposal prepared by the Contractor that includes the
15 Pre-priced Tasks, Non Pre-priced Tasks, appropriate quantities and
16 appropriate Adjustment Factors required to complete the Detailed Scope of
17 Work.
18
19 X. Proposal Package – A set of documents including at least: (1) a Price Proposal;
20 (2) a proposed construction schedule; (3) a list of proposed subcontractors; (4)
21 sketches, drawings, or layouts; and (5) technical data or information on
22 proposed materials or equipment.
23
24 Y. Request for Proposal – A written request to the Contractor to prepare a
25 Proposal for the Detailed Scope of Work referenced therein.
26
27 Z. Supplemental Work Order - A Work Order issued to add or delete Work from
28 an existing, related Work Order.
29
30 AA. Technical Specifications – Contains the written requirements for materials,
31 equipment, systems, standards and workmanship for the Work, and
32 performance of related services.
33
34 BB. Unit Price - The price published in the Construction Task Catalog® for a specific
35 construction or construction related work task. Unit Prices for new Pre-priced
36 Tasks can be established during the course of the Contract and added to the
37 Construction Task Catalog®. Each Unit Price is comprised of labor, equipment,
38 and material costs to accomplish that specific Pre-priced Task.
39
40 CC. Days- All days shall be measured in calendar days unless specifically noted
41 otherwise in these documents or referenced codes.
42
43

44 2.05 SPECIFICATIONS AND DRAWINGS

- 45
46 A. Precedence – Anything mentioned in the Specifications and not shown on the
47 Drawings, or shown on the drawings and not mentioned in the specifications,
48 shall be of like effect as if shown or mentioned in both. Subject to Section 2.02,
49 in cases of discrepancy concerning dimension, quantity and location, the
50 Drawings shall take precedence over the Specifications. Explanatory notes on
51 the Drawings shall take precedence over conflicting drawn indications. Large

1 scale details shall take precedence over smaller scale details and figured
2 dimensions shall take precedence over scaled measurement. Where figures
3 are not shown, scale measurements shall be followed but shall in all cases be
4 verified by measuring actual conditions of Work already in place. In cases of
5 discrepancy concerning quality and application of materials and non-technical
6 requirements over materials, the specifications shall take precedence over
7 Drawings.
8

9 B. Division of Specifications - For convenience of reference and to facilitate the
10 letting of independent contracts, this specification may be separated into
11 certain sections; such separation shall not operate to oblige the Owner,
12 Architect or Engineer or Professional Consultant to establish the limits of any
13 contract between the Contractor and Sub-Contractor each of whom shall
14 depend upon his/her own contract stipulations. The General Conditions apply
15 with equal force to all work, including extra work.
16

17 C. Governing Factors - Dimensions figured on drawings shall be followed in every
18 case in preference to scale of drawings.
19

20 D. Discrepancies - Should the Contractor, at any time, discover a discrepancy in
21 a drawing or specification, or any variation between dimensions on drawings
22 and measurements at site, or any lacking of dimensions or other information,
23 he/she shall report at once to the IOR requesting clarification and shall not
24 proceed with the work affected thereby until such clarification has been made.
25 If the Contractor proceeds with work affected by such discrepancies, without
26 having received such clarification, he/she does so at his/her own risk. Any
27 adjustments involving such circumstances made by the Contractor, prior to
28 approval by the IOR, shall be at the Contractor's risk and the settlement of any
29 complications or disputes arising therefrom shall be at the Contractor's sole
30 expense and Contractor shall indemnify, hold harmless and defend Owner,
31 Owner's representatives, and IOR from any liability or loss with respect to said
32 adjustments.
33

34 E. Scope of Drawings – When drawings are included in the Detailed Scope of
35 Work, the drawings shall be held to determine the general character of the
36 Work as well as its details. Parts not detailed shall be constructed in
37 accordance with best standard practice for work of this class, so as to afford
38 the requisite strength and logically complete the parts they compose. Where
39 it is obvious that a drawing illustrates only a part of a given work or of a number
40 of items, the remainder shall be deemed repetitious and so construed. The
41 Contractor shall be responsible for all errors made in using any drawings which
42 have been superseded.
43

44 F. Shop Drawings, Product Data and Samples –

45
46 1. Shop Drawings are drawings, diagrams, schedules and other data
47 specially prepared for the Work by the Contractor or any Subcontractor,
48 manufacturer, supplier or distributor to illustrate some portion of the
49 Work. Product Data are illustrations, standard schedules, performance
50 charts, instructions, brochures, diagrams and other information
51 furnished by the Contractor to illustrate a material, product or system

1 for some portion of the Work. Samples are physical examples that
2 illustrate materials, equipment or workmanship, and establish
3 standards by which the work will be judged.
4

5 2. The Contractor shall prepare, review, approve and submit to the IOR,
6 with reasonable promptness and in such sequence as to cause no
7 delay in the Work or in the work of the Owner or any separate
8 contractor, all Shop Drawings, Product Data and Samples required by
9 the Contract Documents.

10
11 3. By preparing, approving and submitting Shop Drawings, Product Data
12 and Samples, the Contractor represents that the Contractor has
13 determined and verified all materials, field measurements and field
14 construction criteria related thereto, or will do so with reasonable
15 promptness, and has checked and coordinated the information
16 contained within such submittals with the requirements of the Work, the
17 Project, the Work Order and the Contract Documents.

18
19 4. The Contractor shall not be relieved of responsibility for any deviation
20 from the requirements of the Contract Documents by the Architect's
21 review of Shop Drawings, Product Data or Samples, unless the
22 Contractor has specifically informed the IOR in writing of such deviation
23 at the time of submission and the Architect has reviewed the specific
24 deviation. The Contractor shall not be relieved from responsibility for
25 errors or omissions in the Shop Drawings, Product Data or Samples by
26 the Architect's review of them.
27

28 5. When professional certification of performance criteria of materials,
29 systems or equipment is required by the Contract Documents, the
30 Architect shall be entitled to rely upon the accuracy and completeness
31 of such calculations and certifications. The cost of such certifications
32 shall be borne by the Contractor. Owner may elect to have an
33 independent certification performed at its own expense. The Owner
34 shall have final approving authority for performance-based items.
35

36 6. The Contractor shall direct specific attention, in writing or on
37 resubmitted Shop drawings, Product Data, or Samples, to revisions
38 other than those requested by the Architect on previous submittals.
39

40 7. No portion of the Work requiring submission of a Shop Drawing,
41 Product Data or Sample shall be commenced until the submittal has
42 been reviewed by the Architect. All such portions of the Work shall be
43 in accordance with reviewed submittals.
44

45 8. Submission of Shop Drawings and Samples to the IOR is required for
46 only those items specifically mentioned in the Specification Sections. If
47 Contractor submits Shop Drawings for items other than the above, the
48 IOR will not be obligated to distribute or review them. Contractor shall
49 be responsible for the procuring of Shop Drawings for his/her own use
50 as he/she may require for the progress of the Work.
51

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9. The term "Shop Drawings" as used herein also includes but is not limited to fabrication, erection, layout and setting drawings, manufacturer's standard drawings, descriptive literature, catalogs, brochures, performance and test data, wiring and control diagrams, all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment or systems and the positions and layout of each conform to the Contract requirements. As used herein the term "manufactured" applies to standard units usually mass-produced, and the term "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop Drawings shall establish the actual detail of all manufactured or fabricated items; indicate proper relation to adjoining work; amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure; and incorporate minor changes of design or construction to suit actual conditions.
10. Drawings: Following Contractor's review and approval, Contractor shall submit to the IOR for approval four (4) minimum to six (6) maximum prints and/or pdf submission of the same information via email. Required delivery methods and quantities of submittals will be determined at the time of the Pre-Construction Meeting). The IOR will check the submittal to see if it is complete. If complete, the IOR will forward the drawings to the Owner and the Architect. The Architect and Owner will check the drawings and note Architect and Owner comments and affix a stamp to the drawings indicating the status of acceptance, and will return same to the IOR, each retaining prints for his/her records. The Architect or his/her consultants, as applicable, will review the Shop Drawings; mark the prints with required revisions; stamp the prints and indicate "No Exceptions Taken", "Make Corrections Noted", "Revise and Resubmit", "Submit Specified Item", or "Rejected", and return the prints. The IOR will return the prints to the Contractor. The Contractor shall then print and distribute the appropriate number of copies to his/her job personnel as required. If a drawing is stamped "Rejected" or "Revise and Resubmit", the Contractor shall correct and resubmit as outlined above. When stamped "Make Corrections Noted", or similar instructions, the Contractor shall correct and resubmit for record only, three (3) prints of each drawing. Also see Technical Specifications, Division I, General Requirements.
11. Samples: Following Contractor's review and approval, he/she shall submit to the Architect or Engineer, five (5) minimum samples of all materials in quantities and sizes as specified herein as requested by the Architect. Submittals shall be given to the Architect or Engineer at a time determined by the Contractor, which allows for any necessary resubmittal and which will not cause any delay in the Work. Samples will be forwarded to the Architect. If a sample is stamped "Rejected" or "Revise and Resubmit", one sample so noted will be returned to the Contractor. The Contractor shall correct and resubmit as outlined above. If a sample is stamped "Make Corrections Noted", one sample

1 so noted will be returned. Corrected samples shall be resubmitted for
2 approval as per the original submittal. Also see Technical
3 Specifications and General Requirements.
4

5 12. Brochures: Following Contractor's review and approval, he/she shall
6 submit to the Architect or Engineer, five (5) copies of all manufacturer's
7 catalogs or brochures as required. Brochures will be forwarded to the
8 Architect for review. If a brochure is stamped "No Exception Taken",
9 two (2) copies will be returned to the Contractor. If stamped "Rejected",
10 one marked copy and two (2) unmarked copies will be returned.
11 Corrected copies shall be resubmitted for approval as per the original
12 submittal. Also see General Requirements.
13

14 13. Manufacturer's Instructions: Where any item or work is required by
15 Specifications to be furnished, installed or performed in accordance
16 with a specified product manufacturer's instructions, Contractor shall
17 procure and distribute the necessary copies of such instructions to all
18 concerned parties.
19

20 G. Materials - All materials, unless otherwise specified, shall be new and of good
21 quality, proof of which shall be furnished by the Contractor; in case of doubt as
22 to kind or quality required, samples shall be submitted to the Architect and/or
23 Engineer through the IOR who will specify the kind and use of the material
24 appropriate to the location and the function of the item in question. Contractor
25 shall furnish such item accordingly. Before final payment, all material rejected
26 by the Architect, Engineer or IOR shall be promptly removed from the premises
27 by the Contractor, whether or not completely installed, and promptly and
28 properly replaced with correct materials, including any other work adjoining if
29 disturbed, in accordance with the contract and without expense to the Owner;
30 the Contractor also shall pay for work of other Contractors as is affected by
31 such removals and replacements.
32

33
34 2.06 THE ARCHITECT
35

36 A. The Owner is the Architect and may delegate all or a portion of its rights and
37 responsibilities to a licensed Architect as deemed necessary per Work Order.
38

39 B. The Architect advises the IOR in all aspects of the construction phase of the
40 Project. His/Her functions include advice and assistance to the IOR in the
41 correct interpretation and application of the Contract Documents. The
42 Architect is not authorized independently to issue Addenda, Clarifications,
43 Field Orders, Work Authorizations, or Supplemental Work Orders, or in any
44 other way to bind the Owner in discussions with the Contractor.
45

46 C. The Contractor shall deliver all correspondence relating to the proper execution
47 of the Work to the IOR. The IOR reserves the right to consult with the Architect
48 and Owner prior to responding to the Contractor's correspondence.
49

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- 1 D. When discussions between the Contractor and the IOR occur either on the site
2 or elsewhere, but the Architect is not present, the IOR reserves the right to
3 consult with the Architect and Owner prior to issuing his/her final decision or
4 instruction.
5
- 6 E. The Architect shall review or take other appropriate action upon the
7 Contractor's submittals such as Shop Drawings, Product Data and Samples,
8 but only for conformance with the design concept of the Work and the
9 information given in the Contract Documents. Such action shall generally be
10 taken within ten (10) working days, however under certain circumstances such
11 as very complex submittals or if large number of submittals are submitted at
12 one (1) time it may take longer. In this case the Contractor will be notified and
13 given the opportunity to advise the Engineer and Architect of priorities. The
14 Architect's review of a specific item shall not indicate review of an assembly
15 of which the item is a component.
16

17
18 2.07 THE INSPECTOR OF RECORD
19

- 20 A. The IOR is the authorized representative of the Owner in all aspects of
21 administering the construction contract on behalf of the Owner. All
22 communications from and to the Contractor will be channeled through the IOR.
23 However, the IOR does not have the authority to bind the Owner in matters
24 affecting adjustments to the time or cost of the project as defined in the
25 Agreement for Construction.
26
- 27 B. The IOR will be the Owner's representative during the construction and
28 warranty periods, and until final payment to all contractors is due. The IOR will
29 advise and consult with the Owner. All instructions to the Contractor shall be
30 forwarded through the IOR. The IOR will have authority to act on behalf of the
31 Owner only to the extent provided in the Contract Documents, unless otherwise
32 modified by written instrument.
33
- 34 C. The IOR will be on site during construction to monitor the progress and quality
35 of the Work and to determine in general if the Work is proceeding in
36 accordance with the Contract Documents. On the basis of on-site observations
37 and communication with the Contractor, the IOR will keep the Owner informed
38 of the progress of the Work, and will endeavor to guard the Owner against
39 defects and deficiencies in the Work of the Contractor.
40
- 41 D. The IOR shall at all times have access to the Work wherever it is in preparation
42 and progress. The Contractor shall provide facilities for such access so that
43 the IOR may perform its functions under the Contract Documents.
44
- 45 E. Based on the IOR's observations, and an evaluation of the Contractor's
46 Application for Payment, the IOR will determine the amount owing to the
47 Contractor and will issue to the Owner Certificates for Payment incorporating
48 such amount.
49

- 1 F. The IOR will be the initial interpreter of the requirements of the Contract
2 Documents and the initial judge of the performance hereunder by the
3 Contractor. The Owner will have final authority of all such matters.
4
- 5 G. The IOR will render interpretations necessary for the proper execution or
6 progress of the Work, with reasonable promptness and in accordance with
7 agreed upon time limits. Either party to the Contract may make written request
8 to the IOR for such interpretations.
9
- 10 H. Claims, disputes and other matters in question between the Contractor and the
11 IOR relating to the execution or progress of the Work or the interpretation of
12 the Contract Documents shall be referred to the Owner (or his/her designee).
13
- 14 I. All interpretations and decisions of the IOR will be in writing or in graphic form,
15 and shall be both consistent with the intent of the Contract Documents and
16 reasonably inferable therefrom.
17
- 18 J. The IOR will have the authority to reject, or recommend to the Owner the
19 rejection, of any work that does not conform to the Contract Documents.
20 Whenever, in the IOR's opinion, it is considered necessary or advisable for the
21 implementation of the intent of the Contract Documents, the IOR will have
22 authority to require special inspection or testing of the Work whether or not
23 such work be then fabricated, installed or completed.
24
- 25 K. The IOR will receive from the Contractor and review all Shop Drawings,
26 Product Data and Samples, and forward same to Architect and Owner for
27 review.
28
- 29 L. Following consultation with the Owner, the IOR will take appropriate action on
30 changes, and will have authority to order minor changes in the Work as
31 provided herein.
32
- 33 M. The IOR will conduct inspections to determine the date of Completion, and will
34 receive and forward to the Owner for the Owner's review written warranties and
35 related documents required by the Contract Documents and assembled by the
36 Contractor. The IOR will issue a final Project Certificate for Payment upon
37 compliance with the requirements for completion and final payment. The IOR
38 will monitor the warranty for a period of one (1) year, unless otherwise specified
39 as a longer term.
40
- 41 N. The duties, responsibilities and limitations of authority of the Construction
42 Manager as the Owner's representatives during construction as set forth in the
43 Contract Documents, will not be modified or extended without written consent
44 of the Owner, the Contractor and the IOR, which consent shall not be
45 unreasonably withheld. Failure of the Contractor to respond within ten (10)
46 business days to a written request shall constitute consent by the Contractor.
47
- 48 O. In case of the termination of the employment of the IOR, the Owner may
49 appoint a successor IOR, whose status and duties under the Contract
50 Documents shall be the same as those of the former IOR.
51

1 2.08 OWNER

2
3 A. Information and Services Required of the Owner

- 4
- 5 1. Unless otherwise provided in the Contract Documents, the Owner shall
- 6 secure and pay for necessary approvals, easements, assessments and
- 7 charges required for the construction, use or occupancy of permanent
- 8 structures or for permanent changes in existing facilities.
- 9
- 10 2. Information or services under the Owner's control shall be furnished by
- 11 the Owner with reasonable promptness to avoid delay in the orderly
- 12 progress of the Work.
- 13
- 14 3. The Owner shall forward all instructions to the Contractor through the
- 15 IOR.
- 16

17 B. Owner's Right to Stop the Work

18
19 If the Contractor fails to correct defective work as required by Section 2.42
20 herein or persistently fails to carry out the Work in accordance with the Contract
21 Documents, the Owner, by a written order signed personally or by an agent
22 specifically so empowered by the Owner in writing, may order the Contractor
23 to stop the Work, or any portion thereof, until the cause for such order has been
24 eliminated; however, this right of the Owner to stop the Work shall not give rise
25 to any duty on the part of the Owner to exercise this right for the benefit of any
26 contractor or any other person or entity, except to the extent required by
27 Section 2.12.C.

28
29 C. Owner's Right to Carry Out the Work

30
31 If the Contractor defaults or neglects to carry out the Work in accordance with
32 the Contract Documents, and fails after written notice from the Owner to correct
33 such default or neglect with diligence and promptness, the Owner may, after
34 an additional written notice and without prejudice to any other remedy the
35 Owner may have, make good such deficiencies. In such case an appropriate
36 Supplemental Work Order shall be issued deducting from the payments then
37 or thereafter due the Contractor the cost of correcting such deficiencies,
38 including compensation for the additional services of the Architect or other
39 professionals made necessary by such default, neglect or failure. Such action
40 by the Owner and the amount charged to the Contractor are both subject to
41 the prior approval of the Architect or Engineer. If the payments then or
42 thereafter due the Contractor are not sufficient to cover such amount, the
43 Contractor shall pay the difference to the Owner, or Owner may require
44 payment by the surety on the performance or warranty bonds as appropriate.
45 Such action shall, in no way, affect the status of either party under contract,
46 nor be held as a basis of any claim by the Contractor for damages or extension
47 of time.

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1 D. Award of Individual Work Orders

2
3 The Owner may award an individual Work Order to any selected Contractor.
4 Selection of the Contractor and award of the Work Order will be in compliance
5 with established Owner procedures and based on one or more of the following
6 criteria:

- 7
8 1. Rotational selection among all Contractors, unless otherwise
9 determined by the Owner.
10
11 2. Evaluation of past and current performance on Work Orders of a similar
12 nature and type of work, project size, construction management
13 challenges, schedule performance, design management requirements,
14 etc.
15
16 3. Balancing of work load (Work Order dollar volume and construction
17 backlog) among Contractors.
18
19 4. Management of Work Order dollar volume within bonding limitations of
20 the Contractor.
21
22 5. Price, as it relates to the Owner's independent cost estimate.
23
24 6. Contractor's responsiveness to the Owner on Work Orders.
25
26 7. Other appropriate criteria as deemed in the best interest of the Owner.
27
28

29 2.09 CONTRACTOR RESPONSIBILITIES

30
31 A. Procedure for Developing a Work Order

32
33 As the need exists, the Owner will notify the Contractor of a Project, schedule
34 a Joint Scope Meeting and issue a Notice of Joint Scope Meeting. The
35 Contractor shall attend the Joint Scope Meeting and discuss, at a minimum:
36

- 37 1. the general scope of the work;
38
39 2. alternatives for performing the work and value engineering;
40
41 3. access to the site and protocol for admission;
42
43 4. hours of operation;
44
45 5. staging area;
46
47 6. requirements for catalog cuts, technical data, samples and shop
48 drawings;
49
50 7. requirements for professional services, sketches, drawings, and
51 specifications;

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8. construction duration;
9. liquidated damages;
10. the presence of hazardous materials;
11. date on which Proposal is due.

Upon completion of the joint scoping process, the Owner will prepare a draft Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the Owner will issue a Request for Proposal that will require the Contractor to prepare a Work Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the Owner, will be the basis on which the Contractor will develop its Work Order Package and the Owner will evaluate the same. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project.

The Owner may, at this option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the Owner cannot agree on the quantities required, or for any other reason as determined by the Owner. In all such cases, the Owner shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.

B. Preparation of the Price Proposal

The Contractor will prepare Price Proposals in accordance with the following:

1. Pre-priced Tasks: A Pre-priced Task is a task described and for which a Unit Price is set forth in the Construction Task Catalog[®]. For Pre-priced Tasks the Contractor shall identify the task and quantities required from the Construction Task Catalog[®].
2. Non Pre-priced Tasks: Units of work not included in the Construction Task Catalog[®], but within the general scope and intent of this Contract, may be negotiated into this Contract as needs arise. Such work requirements shall be incorporated into and made a part of this Contract for the Work Order to which they pertain, and may be incorporated into the Construction Task Catalog[®] if determined appropriate by the County at the negotiated price. Non Pre-Priced Tasks shall be separately identified and submitted in the Proposal.
 - a. The Contractor shall break down any Non Pre-price item if the labor, material or equipment required to accomplish the Non Pre-priced task can be used out of the Construction Task Catalog[®] at a pre-price rate times the Bidder's appropriate

1 Adjustment Factor. Whether a Work requirement is Pre-priced
2 or Non Pre-priced is a final determination by the County, binding
3 and conclusive on the Contractor.
4

5 b. Information submitted in support of Non Pre-priced work shall
6 include, but not be limited to, the following: Complete
7 specifications and technical data, including work unit content,
8 work unit costs data, schedule requirements; quality control and
9 inspection requirements. Pricing data submitted in support of
10 Non Pre-Priced Tasks shall include a cost or price analysis
11 report, establishing the basis for selecting the approach
12 proposed to accomplish the requirements. Unless otherwise
13 directed by the County, cost data shall be submitted
14 demonstrating that the Contractor solicited and received three
15 bids. The Contractor shall provide an installed unit price (or
16 demolition price if appropriate), which shall include all costs
17 required to accomplish the Non Pre-priced Task.
18

19 c. The final price submitted for Non Pre-priced Tasks shall be
20 according to the following formula:
21

22 **Contractor Performed Duties**

23 A = The number of hours for each labor classification and
24 hourly rates

25 B = Equipment costs (other than small tools)

26 C = Three independent quotes for all materials

27 **Total Cost for self-performed work = (A+B+C) x Normal**
28 **Hours Adjustment Factor (Only if A & B cannot be priced**
29 **out of the Construction Task Catalog®)**

30 **For Work performed by Subcontractors:**

31 If the Work is to be subcontracted, the Contractor must submit
32 three independent bids from Subcontractors. If three quotes or
33 bids cannot be obtained, the Contractor will provide the reason
34 in writing for the County's approval as to why three quotes
35 cannot be submitted.

36 D = Subcontractor Costs (supported by three quotes)

37 **Total Costs of Non Pre-Priced Task = D x Normal Hours**
38 **Adjustment Factor**

39 d. After a Non Pre-priced Task has been approved by the Owner,
40 the Unit Price for such task will be established, and fixed as a
41 permanent Non Pre-priced Task which will no longer require
42 price justification.
43

44 e. The Owner's determination as to whether an item is a Pre-
45 priced Task or a Non Pre-priced Task shall be final, binding and
46 conclusive as to the Contractor.
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3. Whenever, because of trade jurisdiction rules or small quantities, the cost of a minor task in the Price Proposal is less than the cost of the actual labor and material to perform such task, the Owner may permit the Contractor to be paid for such task as a Non Pre-priced Task, or use Pre-priced labor tasks and material component pricing to cover the actual costs incurred. Provided, however, that there is no other work for that trade on the Project or other work for that trade cannot be scheduled at the same time and the final charge does not exceed \$1,000.
4. Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid without mark-up. The cost of expediting services or equipment use fees are not reimbursable.
5. Design requirements will be determined by the scope of work defined in each Work Order. If the level of Architect/Engineer services for a Work Order requires stamped plans and specifications for the development of the Detailed Scope of Work, the Owner shall be responsible to prepare them. As needed, the contractor may assist with the development of the scope through one or more joint scope meetings and subsequent review of the prepared documents. All shop drawings, submittals and similar documents required in connection with a particular Work Order are considered to be incidental to the Contract and included in the Contractor's Adjustment Factors.
6. The Contractor's Price Proposal shall include, at a minimum:
 - a. Price Proposal;
 - b. Back Up for Non Pre-priced Tasks;
 - c. Any other documentation requested by the Owner.
7. The Contractor's Price Proposal shall be submitted by the date indicated on the Request for Proposal. All incomplete Price Proposals shall be rejected. The time allowed for preparation of the Contractor's Price Proposal will depend on the complexity and urgency of the Work Order but should average between seven (7) and fourteen (14) days. On complex Work Orders, such as Work Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.

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8. By submitting a Price Proposal to the Owner, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the price submitted. It is the Contractor's responsibility to include the necessary tasks and quantities in the Price Proposal and apply the appropriate Adjustment Factor(s) prior to delivering it to the Owner.
9. If the Contractor requires clarifications or additional information regarding the scope of work in order to prepare the Price Proposal, the request must be submitted so that the submittal of the Price Proposal is not delayed.

C. Review of the Price Proposal

1. If the Owner finds the Contractor's Price Proposal unacceptable, the Owner may request the Contractor to re-submit its Price Proposal or cancel the Work Order. After the Owner has reviewed the Price Proposal and an agreement has been reached between the Owner and the Contractor as to the nature of the revisions, if any, the Contractor is not allowed to make any changes to the revised Price Proposal other than the agreed upon changes. Unless otherwise specified by the Owner, if the Contractor is required to resubmit the Price Proposal, the revised Price Proposal is due no later than 48 hours after the changes have been agreed upon.
2. The Contractor may choose the means and methods of construction; subject however, to the Owner's right to reject any means and methods proposed by the Contractor that:
 - a) Will constitute or create a hazard to the work, or to persons or property; or
 - b) Will not produce finished Work in accordance with the terms of the Contract; or
 - c) Unnecessarily increases the price of the Work Order when alternative means and methods are available; or
 - d) Deviates from the Detailed Scope of Work.
3. Once the Price Proposal is accepted by the Owner (by issuance of a Notice to Proceed through the Gordian System), the Work Order becomes a firm fixed, lump sum contract. Unless specifically stated in the Detailed Scope of Work, no adjustment in the proposed Pre-priced Tasks and Non Pre-priced Tasks or quantities is allowed. Inspection of the Contractor's Work shall be against the Detailed Scope of Work including any Technical Specifications and Drawings, not against the Price Proposal.

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D. Preparation of the Proposal Package:

1. Time for Submittal: Upon acceptance of the Contractor's Price Proposal, the Contractor will be required to submit the Proposal Package within five (5) working days of said acceptance, unless otherwise specified by the Owner. If the Contractor fails to meet the deadline for submittal of the Proposal Package, the Owner may declare the Contractor in default and initiate termination of the Work Order.

2. The Proposal Package shall include:
 - a. Price Proposal as agreed to
 - b. Final back-up for any Non Pre-priced Tasks (if applicable)
 - c. Subcontractor List, including:
 - i. The name, license number and the location of the place of business of each subcontractor who will perform work or labor or render service to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the general contractor's total proposal amount, and
 - ii. The portion of the work which will be done by each subcontractor.
 - iii. The attention of bidders is directed to the provisions of Public Contract Code Section 4100 et seq which set forth the consequences and possible penalties which may result from a failure to comply strictly with the foregoing requirements for listing of subcontractors.
 - d. Final drawings, calculations, specifications (if applicable)
 - e. Final catalog cuts, (if applicable)
 - f. Special insurance, (if applicable)
 - g. For Special equipment and installations, a copy of the warranty document (if applicable)
 - h. Any other documentation required for the Work Order as indicated on the RFP (if applicable)

3. By submitting a Proposal Package to the Owner, the Contractor is agreeing to accomplish the Work outlined in the Request For Proposal and the Detailed Scope of Work for that particular Work Order.

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E. Review of the Proposal Package and Issuance of the Work Order:

1. The Owner will evaluate the entire Proposal Package.
2. The Owner reserves the right to reject a Contractor's Proposal Package based on inadequate documentation, unacceptable subcontractors, or other inconsistencies on the Contractor's part.
3. The Owner reserves the right to reject a Price Proposal or cancel a Project for any reason. The Owner also reserves the right not to issue a Work Order if it is determined to be in the best interests of the Owner. The Owner may perform such work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Work Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Work Order Proposal with the Owner.
4. Each Work Order provided to the Contractor shall reference the Detailed Scope of Work and set forth the Work Order Price and the Work Order Completion Time. All clauses of this Contract shall be applicable to each Work Order. The Work Order, signed by the Owner and delivered to the Contractor constitutes the Owner's acceptance of the Contractor's Proposal Package. A signed copy of the Work Order will be provided to the Contractor.
5. In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the Owner. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Request for Proposal, Detailed Scope of Work, or Work Order. The Contractor shall be compensated in accordance with the Construction Task Catalog[®] and Non Pre-priced Tasks as if the work had been ordered under the standard procedures.

F. Review of Contract Documents and Field Conditions

1. The Contractor shall carefully study and compare the Contract Documents and shall at once report to the IOR any discrepancy or inconsistency that may be discovered. The Contractor shall not be liable to the Owner or the IOR for any damage resulting from any such inconsistencies or discrepancies in the Contract Documents unless the Contractor recognized such inconsistencies or discrepancies and knowingly failed to report it to the IOR, or the Contractor was responsible for the preparation of the Contract Documents. The Contractor shall perform no portion of the Work at any time unless authorized by the Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work.

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2. Neither the Owner nor the IOR or Architect assume any responsibility for an understanding or representation made by any of their agents or representation prior to the execution of the Agreement unless (1) such understanding or representations are expressly stated in the Agreement, and (2) the Agreement expressly provides that responsibility therefore is assumed by the Owner.
3. Failure by the Contractor to acquaint himself/herself with all available information will not relieve him/her from responsibility for estimating properly the difficulty or cost of successfully performing the Work.
4. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Any inconsistencies or discrepancies discovered by the Contractor shall be reported to the IOR at once.
5. Before submitting any Request for Information (RFI), or other contractor initiated request for information, the Contractor shall determine that the information requested is not clearly provided in the Contract Documents. RFI's shall be submitted to the IOR only from the Contractor, or Owner, and not from any subcontractor, supplier or other vendor, and shall be on a form approved by the IOR. The Contractor shall provide a revised and updated RFI Priority Schedule on a weekly basis. The RFI Priority Schedule shall rank RFI's in order of priority and include a brief statement of reason for priority. Owner initiated RFI's will not be listed on the Contractor's RFI Priority Schedule. The Owner will provide the Architect or Engineer a separate list of Owner initiated RFI's upon request of the Architect or Engineer. The Architect or Engineer will endeavor to respect the order of priorities as requested by the Contractor or Owner for the overall benefit of the Project. The RFI process is for information and clarification only and may not be utilized to obtain approval for changes in Work Order Price or time. Also see Division 01 - General Requirements.

G. Supervision Procedures

1. The Contractor shall efficiently supervise and direct the Work, using therein the Contractor's best skill and diligence for which he/she is remunerated in the Work Order Price. He/She shall carefully inspect the site and study and compare the Contract Documents, as ignorance of any phase of any of the features or conditions affecting the Contract will not excuse him/her from carrying out its provisions to its full intent.
2. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications

1 shall be so confirmed upon written request in each case. The
2 Superintendent who begins the project shall remain on the project until
3 the project is completed, as long as the Contractor employs that person.
4 The Superintendent shall not be replaced without the approval of the
5 Owner.
6

- 7 3. The Contractor shall be responsible to the Owner for the acts and
8 omissions of his/her employees, subcontractors and their agents and
9 employees, and other persons performing any of the Work under a
10 contract with the Contractor.
11
12 4. The Contractor shall at all times enforce strict discipline and good order
13 among his/her employees and shall not employ on the Work any unfit
14 person or anyone not skilled in the task assigned to him/her.
15
16 5. The Contractor shall not be relieved from his/her obligations to
17 perform the Work in accordance with the Contract Documents either
18 by the activities or duties of the Owner or the Architect or Engineer in
19 his/her administration of the Contract, or by inspections, tests or
20 approvals required or performed by persons other than the
21 Contractor.
22
23 6. Contractor shall alert and inform their employees that State law
24 requires that the identities of inmates/wards/patients/clients be kept
25 confidential. Revealing the identities of inmates/wards/patients/clients
26 is punishable by law.
27

28 H. Construction Procedures
29

- 30 1. For any work that takes place within secured facilities: All access to
31 the construction site shall be coordinated with the appropriate Fresno
32 County department as identified in the Detailed Scope of Work.
33 Security background checks will be required for any employee that
34 performs work within the secure perimeter of a facility. Security
35 background forms can be obtained from the Project Manager. After
36 the acceptance of the Contractor's Work Order Proposal but prior to
37 the Notice to Proceed and the commencement of work, the forms for
38 all required persons shall be submitted to the appropriate department
39 for review. Vendor badges and/or other forms of identification will
40 then be issued which must be worn at all times while within the
41 secured areas of the site. The costs for the required background
42 checks will be borne by the County.
43
44 2. Means and Methods - The Contractor shall be solely responsible for
45 and control of construction means, methods, techniques, sequences,
46 coordination and procedures for all the Work of this contract.
47 Additionally, he/she shall be responsible for safety precautions and
48 programs in connection with the Work.
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3. The Contractor shall coordinate all work with the IOR to minimize any interruptions to the normal operation of any affected facilities; particularly interruptions to air conditioning, electrical services, alarm systems, communications and computer systems. The Contractor shall be responsible for all costs incurred by the Owner on a system as a result of work by the Contractor or damage caused by the Contractor's operations, including costs associated with false fire alarms caused by Contractor's operations.
4. Laws of County and State - The Contractor must comply with all laws, rules, regulations, provisions and ordinances of the County in which the Work is being done, and all State laws pertaining to the Work.
5. Safeguards - The Contractor shall provide, in conformity with all local codes and ordinances and as may be required, such temporary walls, fences, guard-rails, barricades, lights, danger signs, enclosures, etc., and shall maintain such safeguards until all work is completed.
6. Housekeeping - Contractor shall keep the premises free of excess accumulated debris. Clean up as required and as directed by the IOR. At completion of work all debris shall be removed from the site. Refer to General Requirements for additional requirements.
7. Labor and Materials - Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
8. The Contractor shall deliver to the IOR, prior to final acceptance of the Work as a whole, signed certificates from suppliers of materials and manufactured items stating that such items conform to the Contract Documents.
9. The Contractor, immediately upon Notice to Proceed of each individual Work Order (or where shop drawings, samples, etc., are required, immediately upon receipt of review thereof) shall place orders for all materials, work fabrication, and/or equipment to be employed by him/her in that portion of the Work contracted for. The Contractor shall keep all materials, work fabrications and/or equipment specified and shall advise the IOR promptly, in writing, of all orders placed and of such materials, work fabrications and/or equipment which may not be available in a timely manner for the purposes of the Contract.
10. Any worker whose work is unsatisfactory to the Owner or the Architect or Engineer, or are considered by the Owner or Architect or Engineer to be careless, incompetent, unskilled or otherwise unfit shall be dismissed from work under the Contract upon written request to the Contractor from the Owner or the Architect or Engineer.

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11. Temporary Facilities – Contractor may connect to existing water and electricity available on the site provided it is suitable to the Contractor's requirements. Water and electricity used will be paid by the Owner. Contractor shall bear all expenses for carrying the water or electricity to the appropriate locations and to connect or tap into existing lines. Toilet facilities may be available on a site to the workmen engaged in the performance of this contract. It shall be the responsibility of the Contractor to confirm with the Owner the availability of toilet facilities on the site. The use of such facilities may be revoked in the event of excess janitorial requirements.
12. Contractor shall not perform any fire hazardous operation adjacent to combustible materials. Any fire hazardous operation shall have proper fire extinguisher close by and the adjacent area shall be policed before stopping work for the day. Contractor shall provide not less than one OSHA/NFPA Class 6-ABC fire extinguisher for each 9,000 square feet of project area or fraction thereof.
13. Contractor shall erect temporary dust separation partitions and floor mats as necessary to confine dust and debris within area of work. Contractor shall post signs, erect and maintain barriers and warning devices for the protection of the general public and Owner personnel. The Contractor shall provide adequate protection for all parts of the present building and its contents and occupants wherever work under this contract is to be performed. The Contractor shall observe that the health and welfare of occupants of the existing building may be affected by noises and fumes produced by the construction. Insofar as is possible, loud and unnecessary noise is to be avoided and noise producing work should be performed as far away from occupied areas as is consistent with the efficient conduct of the work.
14. Trenching and Excavation - In accordance with Section 7104 of the California Public Contract Code, the following provisions shall apply to any contract involving digging of trenches or other excavations that extend deeper than four feet below the surface:
 - a. The contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing, of any:
 - i. 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.
 - ii. Subsurface or latent physical conditions at the site differing from those indicated.

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- iii. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
 - b. The Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work, shall issue a Supplemental Work Order in accordance with the provisions of Section 2.09 of the General Conditions.
 - c. In the event that a dispute arises between the Owner and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, 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 pertain to the resolution of disputes and protests between the contracting parties.

26 2.10 SUBCONTRACTORS

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- A. Agreements - Agreements between the Contractor, Subcontractors, and Subcontractors of lower tier shall be subject to the approval of the Owner, but in no case does such approval relieve the Contractor of any conditions imposed by the Contract Documents. The Contractor shall only use subcontractors included in his/her Work Order Proposal unless first approved by the Owner pursuant to statute. The Contractor shall not use any subcontractor who is ineligible to perform work on a Public Works Project pursuant to section 1777.1 or 1777.7 of the Labor Code. Notwithstanding any other provision of the Contract Documents, subcontractors may be added, deleted or substituted only in accordance with the provisions of Public Contract Code Section 4100 et seq.
 - B. Relation with Subcontractor – By an appropriate agreement, written where legally required for enforceability, the Contractor shall bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the Contract Documents to carry out their provisions insofar as applicable to their work; and the Contractor further agrees to pay to each Subcontractor promptly upon issuance of Certificate of Payment, his/her or their due portion. Said agreement shall preserve and protect the rights of the Owner and the Architect or Engineer under the Contract Documents with respect to the work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor Agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor,

1 under the Contract Documents, has against the Owner. Where appropriate,
2 the Contractor shall require each Subcontractor to enter into similar
3 agreements with their Sub-subcontractors. The Contractor shall make
4 available to each proposed Subcontractor, prior to the execution of the
5 Subcontract, copies of the Contract Documents to which the Subcontractor will
6 be bound by this Paragraph and identify to the Subcontractor any terms and
7 conditions of the proposed Subcontract which may be at variance with the
8 Contract Documents. Each Subcontractor shall similarly make copies of
9 Contract Documents available to their Sub-subcontractors. Nothing contained
10 herein shall be deemed to create an agency relationship between the Owner
11 and any Subcontractor or material supplier.

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- 13 C. Owner's Relation - Neither the acceptance of the name of Subcontractor nor
14 the suggestion of such name nor any other act of the Owner or Architect or
15 Engineer nor anything contained in any Contract Document is to be construed
16 as creating any contractual relation between the Owner (or Owner's authorized
17 representatives) and any Subcontractor of any tier nor as creating any
18 contractual relation between the Architect or Engineer and any Subcontractor
19 of any tier.
- 20
- 21 D. All Subcontractors employed by the Contractor shall be appropriately licensed
22 in conformity with the laws of the State of California.
- 23
- 24 E. Jurisdictional disputes between Subcontractors or between Contractor and
25 Subcontractor shall not be mediated or decided by the Owner, Architect or the
26 Architect or Engineer. The Contractor shall be responsible for the resolution
27 of all such disputes based upon his/her contractual relationship with his/her
28 Subcontractors.
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31 2.11 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE
32 CONTRACTS

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- 34 A. The Owner reserves the right to perform work related to the Project with the
35 Owner's own forces, and to award separate contracts in connection with other
36 portions of the Project or other work on the site under these or similar
37 Conditions of the Contract. If the Contractor claims that the Owner's action
38 results in delay, damage or additional cost attributable thereto, the Contractor
39 shall make such claim as provided elsewhere in the Contract Documents.
- 40
- 41 B. When separate contracts are awarded for different portions of the Project or
42 other work on the site, the term Contractor in the Contract Documents in each
43 case shall mean the Contractor who executes each separate Owner-
44 Contractor Agreement.
- 45
- 46 C. The Owner shall provide for coordination of the activities of the Owner's own
47 forces and of each separate contractor with the Work of the Contractor, who
48 shall cooperate with them. The Contractor shall participate with other separate
49 contractors and the Owner in reviewing their construction schedules when
50 directed to do so. The Contractor shall make any revisions to the construction
51 schedule deemed necessary after a joint review and mutual agreement. The

1 construction schedules shall then constitute the schedules to be used by the
2 Contractor, separate contractors and the Owner until subsequently revised.

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4 D. Unless otherwise provided in the Contract Documents, when the Owner
5 performs construction or operations related to the Project with the Owner's own
6 forces, the Owner shall be deemed to be subject to the same obligations and
7 to have the same rights which apply to the Contractor under the Conditions of
8 the Contract.
9

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11 2.12 MUTUAL RESPONSIBILITY

- 12
13 A. The Contractor shall afford the Owner and separate contractors reasonable
14 opportunity for introduction and storage of their materials and equipment and
15 performance of their activities and shall connect and coordinate the
16 Contractor's construction and operations with theirs as required by the Contract
17 Documents.
18
19 B. When any part of the Contractor's Work depends upon proper execution or
20 results of the work of the Owner or any separate contractor, the Contractor
21 shall, prior to proceeding with the Work, promptly report to the IOR any
22 apparent discrepancies or defects in such other work that render it unsuitable
23 for such proper execution and results. Failure of the Contractor so to report
24 shall constitute an acceptance of the Owner's or separate contractor's work as
25 fit and proper to receive the Work, except as to defects which may
26 subsequently become apparent in such work by others.
27
28 C. If, following the reporting of any discrepancy or defect as required herein
29 above, the Contractor suffers damage due to disruption or delay caused by the
30 separate contractor, without fault by the Owner, the Contractor's remedy shall
31 be limited to seeking recovery from the separate contractor.
32
33 D. Any costs caused by defective or ill-timed work shall be borne by the Contractor
34 responsible therefor.
35
36 E. Should the Contractor cause damage to the work or property of the Owner, or
37 to other work or property on the site, the Contractor shall promptly remedy such
38 damage as provided herein.
39
40 F. Should the Contractor wrongfully delay or cause damage to the work or
41 property of any separate contractor, the Contractor shall, upon due notice,
42 promptly attempt to settle with such other contractor by agreement, or
43 otherwise to resolve the dispute. If such separate contractor sues the Owner
44 on account of any delay or damage alleged to have been caused by the
45 Contractor, the Owner shall notify the Contractor who shall defend such
46 proceedings, and if any judgment or award against the Owner (or Owner's
47 authorized representatives) arises therefrom, the Contractor shall pay or
48 satisfy such judgment or award in full and shall reimburse the Owner for all
49 costs which the Owner has incurred in connection with such matter.
50
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1 2.13 OWNER'S RIGHT TO CLEAN UP

2
3 If a dispute arises between the Contractor and separate contractors as to their
4 responsibility for cleaning up as required in the Contract Documents, the Owner may
5 clean up and the contractor responsible shall pay Owner such portions of the cost as
6 the IOR shall determine to be just.
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9 2.14 GOVERNING LAW

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11 The Contract shall be governed by the law of the State of California.
12

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14 2.15 INSPECTION

- 15
16 A. All material and workmanship (if not otherwise designated by the Contract
17 Documents) shall be subject to inspection, examination, and test by the Owner
18 and IOR at any and all times during manufacture and/or construction and at
19 any and all places where such manufacture and/or construction are carried on.
20 The Owner and IOR shall have the right to reject defective material and
21 workmanship or require its correction.
22
23 B. The Contractor shall furnish promptly without additional charge, all reasonable
24 facilities, labor, and materials necessary for the safe and convenient inspection
25 and tests that may be required by the Owner and IOR.
26
27 C. Where the Contract Documents, instructions by the Owner, laws, ordinances,
28 or any public authority having jurisdiction requires work to be inspected, tested
29 or approved before work proceeds, such work shall not proceed, nor shall it be
30 concealed prior to inspection.
31
32 D. The Contractor shall give the IOR at least two (2) business days advance
33 notice of the readiness for any Contract compliance inspection by the
34 Inspector. The Contractor shall give notice as required by all other inspecting
35 and testing agencies of jurisdiction for Code and regular compliance
36 inspection. In all cases, the Contractor shall schedule inspections so as not to
37 delay the Work.
38
39 E. If the IOR determines that any work requires additional special inspection
40 beyond that identified in the specifications, the IOR will, upon written
41 authorization from the Owner, instruct the Contractor to order such special
42 inspection, testing or approval, and the Contractor shall give notice as provided
43 above. If such special inspection or testing reveals a failure of the Work to
44 comply with the requirements of the Contract Documents, the Contractor shall
45 bear all costs thereof, including compensation for the IOR's additional services,
46 testing or inspections made necessary by such failure; otherwise the Owner
47 shall bear such costs, and an appropriate Supplemental Work Order shall be
48 issued.
49
50 F. Should it be considered necessary or advisable by the IOR at any time either
51 before acceptance of the entire Work or after acceptance and within the

1 guaranty period to make an examination of work already completed, by
2 removing or tearing out same, the Contractor shall on request promptly furnish
3 all necessary facilities, labor, and material. If such work is found to be defective
4 in any material respect, due to the fault of the IOR or his/her Subcontractors,
5 he/she shall defray all the expenses of such examination and of satisfactory
6 reconstruction. If, however, such work is found to meet the requirements of
7 the contract, any compensation deemed appropriate shall be handled by
8 issuance of a Supplemental Work Order to the Contractor and he/she shall, in
9 addition, if completion of the work has been delayed thereby, be granted a
10 suitable extension of Work Order Time on account of the additional work
11 involved.

12
13 G. Required certificates of inspection, testing or approval shall be secured by the
14 Contractor and the Contractor shall promptly deliver them to the IOR for review
15 and evaluation of compliance with the appropriate specifications and
16 standards.

17
18 H. When the work is completed the Contractor shall notify the IOR in writing that
19 the work will be ready for final inspection and test on a definite date which shall
20 be stated in such notice.

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23 2.16 TAXES, PERMITS, FEES, AND INDEMNIFICATION FOR PATENT INFRINGEMENT
24 CLAIM

25
26 A. The Contractor shall pay for and include all Federal, State and local taxes direct
27 or indirect for the work or portions thereof provided by the Contractor which are
28 legally enacted at the time the Notice to Proceed is issued, whether or not yet
29 enacted, and secure and pay all fees and charges for permits and licenses,
30 unless otherwise specified.

31
32 B. Royalty and license fees incidental to the use of any patented material, device
33 or process shall be paid by the Contractor and in the event of a claim of alleged
34 infringement of patent copyright, or Trade Secret rights, the Contractor shall
35 indemnify, save the Owner (and Owner's authorized representatives) free and
36 harmless, and defend, at the Contractor's own expense, any and all suits that
37 may be brought in such connection.

38
39 C. Unless otherwise provided in the Contract Documents, the Owner shall secure
40 and pay for the building permit, permanent utility connection fees, and right-of-
41 way encroachment permit. The Contractor shall secure and pay for temporary
42 construction utilities, and all other permits and governmental fees, licenses and
43 inspections necessary for the proper execution and completion of the Work.

44
45 D. The Contractor shall give all notices and comply with all laws, ordinances,
46 rules, regulations and lawful orders of any public authority bearing on the
47 performance of the Work.

48
49 E. It is not the responsibility of the Contractor to make certain that the Contract
50 Documents are in accordance with applicable laws, statutes, building codes
51 and regulations. If the Contractor observes that any of the Contract Documents

1 are at variance therewith in any respect, the Contractor shall promptly notify
2 the IOR in writing, and any necessary changes shall be accomplished by
3 appropriate Modification.
4

5 F. If the Contractor performs any work knowing it to be contrary to any laws,
6 ordinances, rules and regulations, without notice to the IOR, the Contractor
7 shall assume full responsibility therefore and shall bear all costs attributable
8 thereto.
9

10 G. Any reference in the Contract Documents to codes, standard specifications or
11 manufacturer's instructions shall mean the latest printed edition of each in
12 effect at the Contract date.
13

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15 2.17 CONTRACTOR'S CONSTRUCTION SCHEDULE
16

17 A. Within seven (7) calendar days after receipt of Notice to Proceed for each
18 individual Work Order, the Contractor shall submit a Construction Schedule in
19 CPM (Critical Path Method) form to the IOR for approval. The Construction
20 Schedule shall be sufficiently detailed to accurately depict all the work required
21 by the Contract. CPM Construction Schedule shall reflect shop drawings;
22 submittals due and return dates, fabrication and delivery times, cost loading,
23 crew mix, and equipment loading data. The Contractor shall thereafter adhere
24 to the Construction Schedule, as updated monthly, or as necessary in
25 accordance with the Contract Documents including any scope changes, or
26 changes in the work approved by the Owner during the course of construction.
27 "Slack" or "float" time on the CPM Construction Schedule is neither for the sole
28 benefit of the Owner or Contractor.
29

30 B. Within fourteen (14) calendar days after the pre-construction conference, the
31 Contractor shall provide a Submittal and Procurement Schedule indicating time
32 periods for review of Shop Drawings, Data, Samples, and procurement of
33 material and equipment required for the Work. Contractor shall allow time for
34 submittal review in accordance with the General Requirements Section –
35 Construction Progress Documentation. All items that require review by the IOR
36 and/or are not readily available from stock and requiring more than thirty-five
37 (35) days lead-time shall be included in the Submittal and Procurement
38 Schedule. Items listed in the Submittal and Procurement Schedule shall also
39 be identified as activities on the CPM Construction Schedule. Contractor shall
40 identify items requiring coordination with work of separate contractors. The
41 working day to calendar date correlation shall be based upon the Contractor's
42 proposed work week with adequate allowance for legal holidays, days lost due
43 to abnormal weather, and any special requirements of the Project.
44

45 C. The Construction Schedule shall be prepared and maintained by the
46 Contractor.
47

48 D. The Owner, IOR, Contractor and other Contractor(s) shall jointly review the
49 progress of the work weekly. Should this review, in the opinion of the IOR,
50 indicate that the work is behind the schedule established by currently reviewed
51 Construction Schedule, the Contractor shall either (1) provide a plan to the IOR

1 indicating the steps the Contractor intends to take in order to recover the time
2 behind schedule and conform to the reviewed Construction Schedule; or (2)
3 submit a revised Construction Schedule for completion of the work, remaining
4 within the Work Order Completion Time, to the IOR for review by the next
5 weekly meeting. If the Contractor's recovery or revised schedule requires work
6 to occur during Other Than Normal Working Hours, the Contractor will be
7 responsible for any resulting costs incurred by the Owner, including but not
8 limited to, the costs for construction management, contract administration,
9 inspection, testing and staffing.

- 10
11 E. The Contractor shall deliver copies of his/her daily job logs to the IOR and
12 Owner on a weekly basis or as otherwise agreed to by Owner. At a minimum,
13 the Contractor's daily job log should include the sub-contractors working
14 onsite, number of workers and their trade classification, description of work,
15 visitors, temperature and weather conditions, accidents, delays, and any other
16 important information pertaining to the project that day. The Contractor will
17 schedule and coordinate the Work of all sub-contractors on the Project. The
18 Contractor will keep the Sub-contractors informed of the Construction
19 Schedule to enable the Contractor to plan and perform the Work properly.

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22 2.18 RECORDS, DOCUMENTS AND SAMPLES AT THE SITE

- 23
24 A. The Contractor shall maintain all records of required Review Agencies, County
25 or State inspections and shall promptly notify the IOR of the results of any
26 inspection. Copies of all such records shall be provided to the Owner.
27
28 B. The Contractor shall secure and maintain required certificates of inspection,
29 testing or approval and shall promptly deliver them to the IOR.
30
31 C. The Contractor shall maintain at the Project site, on a daily basis, one (1)
32 record copy of all Drawings, Specifications, Addenda, Work Orders and other
33 Modifications, in good order and marked currently to record all changes made
34 during construction, and reviewed Shop Drawings, Product Data and Samples.
35 These shall be available to the IOR and the Owner and reviewed weekly, and
36 shall be delivered to the IOR for forwarding to the Owner upon completion of
37 the Project. The Contractor shall advise the IOR on a current basis of all
38 changes in the Work made during construction. Payment may be withheld from
39 Contractor for failure to maintain current Record Documents.

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41
42 2.19 USE OF SITE

- 43
44 A. The Contractor shall confine operations at the site to areas permitted by law,
45 ordinances, permits and the Contract Documents, and shall not unreasonably
46 encumber the site with any materials or equipment.
47
48 B. The Contractor shall coordinate all of the Contractor's operations with, and
49 secure approval from, the IOR before using any portion of the site. Also see
50 Technical Specifications, Division I, General Requirements.
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2 2.20 CUTTING AND PATCHING OF WORK
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- 4 A. The Contractor shall be responsible for all cutting, fitting or patching that may
5 be required to complete the Work or to make its several parts fit together
6 properly.
7
8 B. The Contractor shall not damage or endanger any portion of the Work or the
9 work of the Owner or any separate contractors by cutting, patching or otherwise
10 altering any work, or by excavation. The Contractor shall not cut or otherwise
11 alter the work of the Owner or any separate contractor except with the written
12 consent of the Owner and of such separate contractor. The Contractor shall
13 not unreasonably withhold from the Owner or any separate contractor consent
14 to cutting or otherwise altering the Work.
15
16 C. In all cases exercise extreme care in any cutting operations, and perform such
17 operations under adequate supervision by competent mechanics skilled in the
18 applicable trade. Openings shall be neatly cut and shall be kept as small as
19 possible to avoid unnecessary damage. Careless and/or avoidable cutting
20 damage, etc., will not be tolerated, and the Contractor will be held responsible
21 for such avoidable or willful damage.
22
23 D. All replacing, patching and repairing of all materials and surfaces cut or
24 damaged in the execution of the Work shall be performed by experienced
25 mechanics of the several trades involved. All work of such nature shall be done
26 with the applicable materials, in such a manner that all surfaces so replaced,
27 repaired, or patched, will, upon completion of the Work, match the surrounding
28 similar surfaces.
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31 2.21 CLEANING UP
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- 33 A. The Contractor shall at all times keep the premises free from accumulation of
34 waste materials or rubbish caused by the Contractor's operations. At the
35 completion of the Work, the Contractor shall remove all the Contractor's waste
36 materials and rubbish from and about the Project as well as all the Contractor's
37 tools, construction equipment, machinery and surplus materials.
38
39 B. If the Contractor fails to clean up at the completion of the Work, the Owner may
40 do so and the cost thereof shall be paid by the Contractor.
41

42
43 2.22 INDEMNIFICATION
44

- 45 A. To the fullest extent permitted by law, Contractor agrees to and shall indemnify,
46 save, hold harmless and at Owner's request, defend Owner and its officers,
47 agents and employees, and the Architect and Consultants and their respective
48 officers, agents and employees, from any and all costs and expenses, attorney
49 fees and court costs, damages, liabilities, claims and losses occurring or
50 resulting to Owner, the Architect or Consultants in connection with the
51 performance, or failure to perform, by Contractor, its officers, agents or

1 employees under this Agreement, and from any and all costs and expenses,
2 attorney fees and court costs, damages, liabilities, claims and losses occurring
3 or resulting to any person, firm or corporation who may be injured or damaged
4 by the performance, or failure to perform, of Contractor, its officers, agents or
5 employees under this Agreement. In addition, Contractor agrees to indemnify
6 Owner for Federal, State of California and/or local audit exceptions resulting
7 from non-compliance herein on the part of Contractor.
8

- 9 B. In any and all claims against the Owner, the Architect or Consultants, or any of
10 their respective officers, agents or employees, initiated by any employee of the
11 Contractor, any Subcontractor, anyone directly or indirectly employed by any
12 of them or anyone for whose acts any of them may be liable, the
13 indemnification obligation set forth in the immediately preceding paragraph
14 shall not be limited in any way by any limitation on the amount or type of
15 damages, compensation or benefits payable by or for the Contractor or any
16 Subcontractor under workmen's compensation acts, disability benefit acts or
17 other employee benefit acts.
18
19

20 2.23 FAIR EMPLOYMENT PRACTICES CLAUSE
21

22 Nondiscrimination: In connection with the performance of Work under the contract,
23 the Contractor agrees (as prescribed in Chapter 6 of Division 3 of Title II of the
24 Government Code of the State of California, commencing at Section 12900 and by
25 Labor Code Section 1735) not to discriminate against any employee or applicant for
26 employment because of race, religious creed, color, national origin, ancestry,
27 physical disability, mental disability, medical condition, marital status or sex. The
28 aforesaid provisions shall include, but not be limited to, the following: employment,
29 upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or
30 termination, rates of pay or other forms of compensation, and selection for training,
31 including apprenticeship. The Contractor agrees to post hereafter in conspicuous
32 places, available for employees and applicants for employment, Notices to be
33 provided by the County, setting forth the provisions of this discrimination clause. The
34 Contractor further agrees to insert the foregoing provisions in all subcontracts
35 hereunder, except subcontracts for standard commercial supplies of raw materials.
36
37

38 2.24 PAYMENT
39

- 40 A. The Owner shall make one payment for all Work Orders that have a Work
41 Order Completion Time of 45 days or less, or a Work Order Price of \$25,000
42 or less. For all other Work Orders, the Owner may make partial, monthly
43 payments based on a percentage of the work completed.
44

45 B. SCHEDULE OF VALUES
46

47 Before the first Application for Payment, the Contractor shall submit to the IOR
48 a Schedule of Values allocated to the various portions of the Work, prepared
49 in such form and supported by such data to substantiate its accuracy as the
50 IOR may require. This schedule, unless objected to by the IOR, shall be used
51 only as a basis for the Contractor's Applications for Payment.

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2 C. APPLICATIONS FOR PAYMENT
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4 The Owner will make progress payments to the Contractor upon completion of
5 portions of the Work, as covered by the Contract Documents, in accordance
6 with established Owner procedures. Before submitting an Application for
7 Payment (Final or Partial) the Contractor shall reach an agreement with the
8 Owner's representative concerning the percentage complete of the Detailed
9 Scope of Work and the dollar value for which the Application for Payment may
10 be submitted.
11

- 12 1. On or about the twentieth (20th) of the month in which the work was
13 performed, the Contractor shall submit to the IOR an itemized
14 Application for Payment, notarized if required, supported by such data
15 substantiating the Contractor's right to payment as the Owner or the
16 IOR may require, including appropriate updates to the Construction
17 Schedule, and reflecting retainage, if any, as provided elsewhere in the
18 Contract Documents. Payment is expressly conditioned upon
19 submission by the Contractor of conditional and unconditional waivers
20 and release of lien rights upon progress payment as the Owner or the
21 Architect or Engineer may require. Waiver and Release forms must be
22 submitted on forms approved by the Owner. Copies of said forms shall
23 comply with Civil Code Section 8132 through 8138, inclusive.
24
25 2. Unless otherwise provided in the Contract Documents, payments may
26 be made on account of materials or equipment not incorporated in the
27 Work but delivered and suitably stored at the site and, if approved in
28 advance by the Owner, payments may similarly be made for materials
29 or equipment suitably stored at some other location agreed upon in
30 writing. Payments for materials or equipment stored on or off the site
31 shall be conditioned upon submission by the Contractor of bills of sale
32 or such other procedures satisfactory to the Owner to establish the
33 Owner's title to such materials or equipment or otherwise protect the
34 Owner's interest, including applicable insurance and transportation to
35 the site for those materials and equipment stored off the site.
36
37 3. The Contractor warrants that title to all work, materials and equipment
38 covered by an Application for Payment will pass to the Owner either by
39 incorporation in the construction or upon receipt of payment by the
40 Contractor, whichever occurs first, free and clear of all liens, stop
41 notices, claims, security interest or encumbrances, hereinafter referred
42 to as "liens"; and that no work, materials or equipment covered by an
43 Application for Payment will have been acquired by the Contractor, or
44 by any other person performing work at the site or furnishing materials
45 and equipment for the Project, subject to an agreement under which an
46 interest therein or an encumbrance thereon is retained by the seller or
47 otherwise imposed by the Contractor or such other person.
48
49 4. On or about the twentieth (20th) day of the month following the month
50 in which the work was performed, the Owner shall pay to the Contractor
51 ninety-five percent (95%) of the value of said work in place, as checked

1 and approved by the IOR. The balance of five percent (5%) of the
2 estimate shall be retained by the Owner until the time of final
3 acceptance of said work. In lieu of the five percent (5%) retainage, the
4 Contractor may substitute securities as provided herein below.
5

6 a. If the Owner does not pay the Contractor within thirty (30) days
7 after receipt of an undisputed and properly submitted payment
8 request for a progress payment, excluding that portion of the
9 final payment designated by the contract as retention earnings,
10 then the Owner shall pay interest to the Contractor as provided
11 by Public Contract Code Section 20104.50. Said interest
12 penalty is the sole recourse of Contractor and Contractor shall
13 have no right to stop the Work until payment of the amount
14 owing has been received, nor shall the Work Order Completion
15 Time be extended, nor shall the Work Order Price be increased
16 in any way, including by reason of any costs incurred by
17 Contractor, except to the extent of said interest payment.
18

19 b. Pursuant to Public Contract Code Section 7107, in the event of
20 a dispute between the Owner and Contractor, the Owner may
21 withhold from the final payment an amount not to exceed one
22 hundred and fifty percent (150%) of the disputed amount.
23 Except as so provided, the Owner shall release the retention
24 withheld within sixty (60) days after the date of Work Order
25 completion of the work of improvement, as "completion" is
26 defined in Public Contract Code Section 7107. In the event that
27 retention payments are not made within the time periods
28 required by Public Contract Code Section 7107, the Owner may
29 be subject to the interest provisions of Public Contract Code
30 Section 7107.
31

32 5. Security Substitutions and Escrow for Moneys Withheld to Insure
33 Contractor's Performance. Pursuant to Public Contract Code section
34 22300, the Contractor may deposit in an escrow, equivalent securities
35 for any moneys withheld to insure performance and have said moneys
36 paid directly to Contractor, or, in the alternative, have the Owner deposit
37 such moneys directly into an escrow. Upon the closing of any such
38 escrow, Contractor shall pay to each Subcontractor, not later than
39 twenty (20) days after receipt of the closing payment, the respective
40 amount of interest earned, net of costs attributed to retention withheld
41 from each Subcontractor, on the amount of retention withheld to insure
42 the performance of the Contractor. Any escrow established pursuant
43 to this article shall be with a state or federally chartered bank, shall be
44 at the sole expense of the Contractor, and shall be established using
45 an escrow agreement in substantially the following form:
46

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(Begin Escrow Agreement)

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the County of Fresno, (hereinafter called "Owner"), _____ (hereinafter called "Contractor"); and _____, a state or federally chartered bank in California, (hereinafter called "Escrow Agent").

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for _____ in the amount of \$ _____, and dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the contractor, the owner shall make payments of the retention earnings directly to the escrow agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of the deposit. The market value of the securities at the time of the substitution, as valued by the Owner, shall be at least equal to the cumulative total cash amount then required to be withheld as retention under the terms of the contract between Owner and Contractor. If the Owner determines that the securities are not adequate it will notify Contractor and Escrow Agent, and Contractor shall deposit additional security as further determined by the Owner. Securities shall be held in the name of the Owner and shall designate the Contractor as the beneficial owner.
2. Securities eligible for investment under subdivision (c) of the above-referenced Section 22300 shall include those listed in Section 16430 of the Government Code, and shall also include bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. Deposit of any other type of security may be permitted only by mutual agreement of the Contractor and the Owner, evidenced by an amendment to this agreement executed by all of the parties hereto.
3. Upon the deposit of adequate securities, Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions.
4. When the Owner, at Contractor's written request, makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

- 1 5. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow
2 Agent in administering the Escrow Account and all expenses of the Owner. The
3 Owner, Contractor and Escrow Agent shall determine these expenses and payment
4 terms.
5
- 6 6. The interest earned on the securities or the money market accounts held in escrow
7 and all interest earned on that interest shall be for the sole account of Contractor and
8 shall be subject to withdrawal by Contractor at any time and from time to time without
9 notice to the Owner.
10
- 11 7. Contractor shall have the right to withdraw all or any part of the principal in the Escrow
12 Account only by written notice to Escrow Agent accompanied by written authorization
13 from Owner to the Escrow Agent that Owner consents to the withdrawal of the amount
14 sought to be withdrawn by Contractor.
15
- 16 8. The Owner shall have the right to draw upon the securities or any amount paid directly
17 to Escrow Agent in the event of default by the Contractor. Upon seven (7) days written
18 notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall
19 immediately convert the securities to cash and shall distribute the cash, including any
20 amounts paid directly to Escrow Agent, as instructed by the Owner. Escrow Agent
21 shall not be concerned with the validity of any notice of default given by Owner
22 pursuant to this paragraph, and shall promptly comply with Owner's instructions to pay
23 over said escrowed assets. Escrow Agent further agrees not to interplead the
24 escrowed assets in response to conflicting demands and hereby waives any present
25 or future right of interpleader.
26
- 27 9. Upon receipt of written notification from the Owner certifying that the Contract is final
28 and complete, and that the Contractor has complied with all requirements and
29 procedures applicable to the Contract, Escrow Agent shall release to Contractor all
30 securities and interest on deposit less escrow fees and charges of the Escrow
31 Account. The escrow shall be closed immediately upon disbursement of all moneys
32 and securities on deposit and payment of fees and charges.
33
- 34 10. Escrow Agent shall rely on the written notifications from the Owner and Contractor
35 pursuant to Sections (3), (5), (6), (7) and (8) of this Agreement and the Owner and
36 Contractor shall hold Escrow Agent harmless from Escrow Agent's release and
37 disbursement of the securities and interest as set forth above.
38
- 39 11. Securities eligible for investment under this Agreement, as provided by Public Contract
40 Code Section 22300, shall be those listed in Section 16430 of the Government Code,
41 bank or savings and loan certificates of deposit, interest bearing demand deposit
42 accounts, standby letters of credit, or any other security mutually agreed to by the
43 Contractor and Owner.
44
- 45 12. The venue of any litigation concerning the rights and obligations of the parties to this
46 agreement shall be the County of Fresno and the parties hereto waive the removal
47 provisions of Code of Civil Procedure Section 394.
48
- 49 13. The names of the persons who are authorized to give written notice or to receive
50 written notice on behalf of the Owner and on behalf of Contractor in connection with
51 the foregoing, and exemplars of their respective signatures are as follows:

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On behalf of Owner:

Title – **Business Manager**

Name – **Lemuel Asprec**

Signature _____

Address- **2220 Tulare, 6th Floor
Fresno, CA 93721**

On behalf of Contractor:

Title

Name

Signature _____

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner:

Title – **Steven White, Director
Department of Public Works and Planning**

Signature _____

Address- **2220 Tulare, 6th Floor
Fresno, CA 93721**

Contractor:

Title

Name

Signature _____

Address

Escrow Agent:

Title

Name

Signature

Address

(End Escrow Agreement)

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6. Itemized Breakdown: The Contractor shall submit a financial breakdown of the work, itemized by crafts or sections as designated by the Owner. The Contractor's payment shall be based upon the monthly percentage of completion of these items.

7. Lien Waivers: The Owner may require the Contractor to submit, along with the progress payment request, notarized lien waivers from each Subcontractor, materials or equipment supplier. Lien waivers shall comply with Civil Code Section 8132, et seq., and the aggregate sum thereof shall reflect all progress payments previously made.

D. CERTIFICATES FOR PAYMENT

1. The IOR shall, within seven (7) days after the receipt of the Project Application for Payment, review the Project Application for Payment and either issue a Project Certificate for Payment to the Owner for such amounts as the IOR determines are properly due, or notify the Contractor in writing of the reasons for withholding a Certificate provided in Part F of this Section 2.24.

2. The issuance of a Project Certificate for Payment will constitute a representation by the IOR to the Owner that, based on the IOR's observations at the site as provided herein and the data comprising the Project Application for Payment, the Work has progressed to the point indicated and that, to the best of the IOR's knowledge, information and belief, the quality and timeliness of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Completion of the Work, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate); and that based upon all currently available information, the Contractor is entitled to payment in the amount certified. However, by issuing a Project Certificate for Payment, the IOR shall not thereby be deemed to represent that the IOR has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, has reviewed the construction means, methods, techniques, sequences or procedures, or has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Work Order Price.

E. PROGRESS PAYMENTS

1. After the IOR has issued a Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents.

2. The Contractor shall promptly pay each Subcontractor upon receipt of payment from the Owner, out of the amount paid to the Contractor on

1 account of such Subcontractor's Work, the amount to which
2 Subcontractor is entitled, reflecting the percentage actually retained, if
3 any, from payments to the Contract on account of such Subcontractor's
4 Work. The Contractor shall, by an appropriate agreement with each
5 Subcontractor, require each Subcontractor to make payments to their
6 Sub-subcontractors in similar manner.
7

8 3. The IOR may on request of any Subcontractor, at the IOR's discretion,
9 furnish to that Subcontractor, if practicable, information regarding the
10 percentages of completion or the amounts applied for by the Contractor
11 and the action taken thereon by the IOR on account of Work done by
12 such Subcontractor.
13

14 4. Neither the Owner nor the IOR shall have any obligation to pay or to
15 see to the payment of any monies to any Subcontractor or Material
16 Suppliers except as may otherwise be required by law.
17

18 5. Neither certification of a progress payment, delivery of a progress
19 payment, nor partial or entire use or occupancy of the Project by the
20 Owner, shall constitute an acceptance of any Work not performed in
21 accordance with the Contract Documents.
22

23 F. PAYMENTS WITHHELD
24

25 1. The IOR may decline to certify payment and may withhold the
26 Certificate in whole or in part to the extent necessary to reasonably
27 protect the Owner, if, in the IOR's opinion, the IOR is unable to make
28 representations to the Owner as provided herein above for Certificates
29 for Payment. If the IOR is unable to make representations to the Owner
30 and certify payment in the amount of the Project Application, the IOR
31 will notify the Contractor as provided herein. If the Contractor and the
32 IOR cannot agree on a revised amount, the IOR will promptly issue a
33 Project Certificate for Payment for the amount for which the IOR is able
34 to make such representations to the Owner. The IOR may also decline
35 to certify payment or, because of subsequently discovered evidence or
36 subsequent observations, the IOR may nullify the whole or any part of
37 any Project Certificate for Payment previously issued to such extent as
38 may be necessary, in the IOR's opinion, to protect the Owner from loss
39 because of:
40

- 41 a. Defective Work not remedied;
- 42 b. Third party claims filed or reasonable evidence indicating
43 probable filing of such claims, including claims by separate
44 contractors;
- 45 c. Failure of the Contractor to make payments properly to
46 Subcontractors, or for labor, materials or equipment;
- 47 d. Architect or Engineer's determination, based upon reasonable
48 evidence, that the Work cannot be completed for the unpaid
49 balance of the Contract Sum;
- 50 e. Damage to the Owner or another contractor;

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- f. Architect or Engineer's determination, based upon reasonable evidence, that the Work will not be accomplished in compliance with the Work Order Completion Time;
- g. Persistent failure to carry out the Work in accordance with the Contract Documents;
- h. Failure of the Contractor to submit Construction Schedules or Submittal and Procurement Schedules as required;
- i. Failure of the Contractor to maintain record drawings on a current basis;
- j. Failure of the Contractor to submit notarized lien waivers from each Subcontractor, materials or equipment supplier;
- k. Failure of the Contractor to submit certified payroll reports;
- l. Stop notice served upon the Owner.

- 2. A retention in the amount of one-thousand dollars (\$1,000) will be withheld from the Contractor's monthly progress payment for each and every required document not submitted in a timely manner by the Contractor or its subcontractors up to a maximum of ten-thousand dollars (\$10,000). For purposes of this Paragraph, the term "required document" includes, but is not limited to, certified payrolls, labor compliance documents, Disadvantaged Business Enterprise documents, and any other information or documents required to be submitted by the Contractor or any of its subcontractors under the terms of this Agreement or pursuant to applicable federal, state or local laws or regulations. The retention provided for in this Paragraph shall be in addition to any other deduction or retention allowed under this Agreement, and shall be in addition to any other remedy or consequence provided by law for untimely submission of any required document. Such retention shall remain in effect only until such time as the required documents have been submitted by the Contractor or its subcontractor(s) and have been determined by the Owner to be both complete and acceptable as to form.
- 3. When the grounds as noted above are removed, payment shall be made for amounts withheld on the basis thereof.

G. COMPLETION AND FINAL PAYMENT

- 1. Following the Contractor's completion of the Work of each individual Work Order, the Contractor shall forward to the IOR a written notice that the Work is ready for final inspection and acceptance, and shall also forward to the IOR a final Application for Payment. Upon receipt, the IOR will promptly make such inspection. When the IOR finds the Work acceptable under the Contract documents and the Contract fully performed, the IOR will issue a Project Certificate for Payment which will certify the final payment due the Contractor. This certification will constitute a representation that, to the best of the IOR's knowledge, information and belief, and on the basis of observations and inspections, the Work has been completed in accordance with the Terms and Conditions of the Contract Documents and that the entire

1 balance found to be due the Contractor, and noted in said Certificate,
2 is due and payable. The IOR's certification of said Project Certificate
3 for Payment will constitute a further representation that the conditions
4 precedent to the Contractor's being entitled to final payment as set forth
5 herein below have been fulfilled.
6

- 7 2. Neither the final payment on each individual Work Order nor the
8 remaining retainage shall become due until the Contractor submits to
9 the IOR (1) an affidavit that all payrolls, bills for materials and
10 equipment, and other indebtedness connected with the Work for which
11 the Owner or the Owner's property might in any way be responsible,
12 have been paid or otherwise satisfied, (2) consent of surety, if any, to
13 final payment, and (3) other data establishing payment or satisfaction
14 of all such obligations, such as receipts, releases and waivers of liens
15 arising out of the Contract, to the extent and in such form as may be
16 designated by the Owner. If any Subcontractor refuses to furnish a
17 release or waiver required by the Owner, the Contractor may furnish a
18 bond satisfactory to the Owner to indemnify the Owner against any
19 such lien. The bond cannot be from the original surety insurer for the
20 project or any affiliate of the original surety. If any such lien remains
21 unsatisfied after all payments are made, the Contractor shall refund to
22 the Owner all monies that the latter may be compelled to pay in
23 discharging such lien.
24
- 25 3. All provisions of this Agreement, including without limitation those
26 establishing obligations and procedures, shall remain in full force and
27 effect notwithstanding the making or acceptance of final payment, and
28 the making of final payment shall not constitute a waiver of any claims
29 by the Owner.
30
- 31 4. Upon completion and acceptance of all work whatsoever required on
32 each individual Work Order, and upon the release of all claims against
33 the Owner as specified, the Owner shall file a written Notice of
34 Completion with the County Recorder as to the entire amount of work
35 performed for each individual Project.
36
- 37 5. Final payment will be released within sixty (60) days after the date of
38 acceptance of the Work as reflected in the Notice of Completion filed
39 with the County Recorder's Office; provided, that Owner may withhold
40 from the final payment, in the event of a dispute between Owner and
41 Contractor, retentions in and amount not exceeding 150 percent of the
42 disputed amount. At the Contractor's option, the Owner may release
43 retention upon receipt of an unconditional lien release for the full value
44 of the Work Order and any of its Supplemental Work Orders.
45
- 46 6. All manufacturers' warranties required by the Contract Documents shall
47 commence on the date of the Notice of Completion for the Work. It
48 shall be the Contractor's responsibility, through appropriate contractual
49 arrangements with all subcontractors, materialmen and suppliers, to
50 ensure compliance with this requirement.
51

1 7. The acceptance by the Contractor of the final payment, after the date
2 of Notice of Completion of the Project, shall be and shall operate as a
3 release to the Owner of all claims and of all liability to the Contractor,
4 under the Contract Documents or otherwise, for all things done or
5 furnished in connection with this Work, excepting only the Contractor's
6 claims for interest upon final payment, if such final payment be
7 improperly delayed. No payments, however, final or otherwise, shall
8 operate to release the Contractor or his/her sureties from any
9 obligations under the Contract Documents, including but not limited to
10 the Performance and Payment Bonds.

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13 2.25 CHANGES TO THE WORK
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- 15 A. The Owner, without invalidating the Contract or a Work Order, may order
16 changes in the Work within the general scope of the Contract consisting of
17 additions, deletion or other revisions. All such changes in the Work shall be
18 authorized by a Supplemental Work Order, and shall be performed under the
19 applicable conditions of the Contract Documents.
20
21 B. SUPPLEMENTAL Work ORDER: A Work Order issued to add or delete Work
22 from an existing, related Work Order. Only an executed Supplemental Work
23 Order will effectuate change in either the Work Order Price and/or the Work
24 Order Time.
25
26 C. All claims for additional compensation to the Contractor shall be presented in
27 writing before the expense is incurred and will be adjusted as provided herein.
28 No work shall be allowed to lag pending such adjustment, but shall be promptly
29 executed as directed, even if a disputed claim arises. No claim will be
30 considered after the work in question has been done unless a Supplemental
31 Work Order has been issued or a timely written notice of claim has been made
32 by Contractor.
33
34 D. Supplemental Work Orders are developed by the same method as a Work
35 Order as provided under Section 2.09.A, Procedures for Developing a Work
36 Order.
37
38 E. The value of tasks deleted from the Detailed Scope of Work shall be calculated
39 according to the standard procedures for calculating all Pre-priced Tasks and
40 Non Pre-priced Tasks. The result is that a credit for Tasks that have been
41 deleted from the Detailed Scope of Work will be given at 100% of the value at
42 which they were included in the original Price Proposal.
43
44

45 2.26 NOT USED
46

47
48 2.27 SITE CONDITIONS
49

- 50 A. Where investigations have been conducted by the Owner of existing conditions
51 on a site, including subsurface conditions, such investigations are made for the

1 purpose of design only and for the information of bidders. The results of such
2 investigations represent only the statement by the Owner as to the
3 circumstance and character of materials actually encountered by the Owner
4 during the investigations. The Owner makes no guarantee or warranty,
5 express or implied, that the conditions indicated are representative of
6 conditions existing throughout the site of a Project or any part of it, or that
7 unanticipated conditions might not occur.
8

9 B. All excavation work shall be performed on an "unclassified basis"; that is, such
10 work shall include the removal of all material encountered including earth or
11 rock formations, regardless of the type or hardness thereof, or groundwater
12 conditions in the excavation, the cost of such excavations being included in the
13 Work Order Price. Unclassified excavation Work includes drilling or blasting
14 operations.
15

16 C. If site conditions are discovered that materially differ from previous information
17 that the Contractor has received, and that could not have been discovered by
18 the Contractor through prudent and reasonable investigation prior to
19 developing the Work Order Price Proposal for the work, the Contractor shall be
20 compensated for additional costs incurred in working with the unknown site
21 conditions, but only to the extent that such previously unknown and
22 undiscoverable site conditions cause the Contractor to incur costs in addition
23 to the Work Order price for that portion of the work. The Contractor must be
24 able to demonstrate clearly the original Work Order price for that portion of the
25 work (plus any Supplemental Work Orders applicable to that portion of the
26 work) and the additional costs incurred as a direct result of the unknown site
27 conditions. Only additional costs over and above the amount of the Work Order
28 price for that portion of the work will be compensated upon a recommendation
29 of approval by the IOR.
30
31

32 2.28 REQUEST FOR EQUITABLE ADJUSTMENT
33

34 A. If the Contractor considers a Request for Equitable Adjustment is justified for
35 any increase in the Work Order Time, the Contractor shall promptly, upon first
36 observance of the condition giving rise to the request, provide the IOR and
37 Owner written notice of such condition and circumstance. This notice shall be
38 given by the Contractor before proceeding to execute the Work, except in
39 emergency endangering life or property, in which case the Contractor shall
40 proceed in accordance with the Emergency provisions of these General
41 Conditions. No such request shall be valid unless so made. A Supplemental
42 Work Order shall be required to authorize any change in the Work Order Time
43 resulting from such request for equitable adjustment.
44

45 B. If the Contractor requests that additional cost or time is involved because of,
46 but not limited to, (1) any written interpretation pursuant to Section 2.07.G, (2)
47 any order by the Owner to stop the Work pursuant to Section 2.08 where the
48 Contractor was not at fault, or any such order by the IOR as the Owner's agent,
49 (3) any written order for a minor change in the Work issued pursuant to Section
50 2.29, the Contractor shall make such request for equitable adjustment as
51 provided in Section 2.28.A.

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3 2.29 MINOR CHANGES IN THE WORK
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5 The IOR will have authority to order minor changes in the Work not involving an
6 adjustment in the Work Order Price or extension of the Work Order Time and not
7 inconsistent with the intent of the Contract Documents. Such changes shall be
8 enacted by written order issued through the IOR, and shall be binding on the Owner
9 and the Contractor. The Contractor shall carry out such written orders promptly.
10

11
12 2.30 SUCCESSORS AND ASSIGNS
13

14 The Owner and the Contractor, respectively, bind themselves, their partners,
15 successors, assigns and legal representatives to the other party hereto and to the
16 partners, successors, assigns and legal representatives of such other party with
17 respect to all covenants, agreements and obligations contained in the Contract
18 Documents. Neither party to the Contract shall assign the Contract or sublet it as a
19 whole without the written consent of the other.
20

21
22 2.31 ASSIGNMENT OF MONEYS
23

24 The Contractor shall not assign moneys due or to become due him/her under the
25 contract without the written consent of the Auditor-Controller of Fresno County. Any
26 assignment of moneys shall be subject to all proper set-offs in favor of the County of
27 Fresno and to all deductions provided for in the contract and particularly all money
28 withheld, whether assigned or not, shall be subject to being used by the County of
29 Fresno for the completion of the work in the event that the Contractor should be in
30 default therein.
31

32
33 2.32 GUARANTEE OF WORK
34

35 A. The Contractor warrants to the Owner that all materials and equipment and the
36 work as a whole furnished under this Contract will be new unless otherwise
37 specified, and that all Work will be of good quality, free from faults and defects
38 and in conformance with the Contract Documents, for one (1) year from the
39 date of Notice of Completion of each Project, unless a longer period is
40 otherwise specified. All manufacturer's warranties required by the Contract
41 Documents shall commence on the date of the filing of the Notice of
42 Completion for the Work (which date necessarily will follow the performance
43 under separate contracts. It shall be the Contractor's responsibility, through
44 appropriate contractual arrangements with all subcontractors, material men
45 and suppliers, to ensure compliance with this requirement. All Work not
46 conforming to these requirements, including substitutions not properly
47 reviewed and authorized, may be considered defective. If required by the IOR,
48 the Contractor shall furnish satisfactory evidence as to the kind and quality of
49 materials and equipment.
50

- 1 B. If repairs or changes are required in connection with guaranteed work within
2 any guaranteed period, which, in the opinion of the IOR is rendered necessary
3 as the result of the use of materials, equipment or workmanship which are
4 inferior, defective, or not in accordance with the Contract Documents, the
5 Contractor shall, promptly upon receipt of notice from the Owner, and without
6 expense to the Owner (1) place in satisfactory condition in every particular all
7 of such guaranteed work, correct all defects therein, and (2) make good all
8 damage to the building or site, or equipment or contents thereof, which, in the
9 opinion of the IOR, is the result of the use of materials, equipment or
10 workmanship which are inferior, defective, or not in accordance with the
11 Contract Documents; and (3) make good any work or materials, or the
12 equipment and contents of said building or site disturbed in fulfilling any such
13 guarantee.
14
15 C. If the Contractor disturbs any work guaranteed under another contract in
16 fulfilling the requirements of the contract or of any guarantee, embraced in or
17 required thereby, he/she shall restore such disturbed work to a condition
18 satisfactory to the IOR and guarantee such restored work to the same extent
19 as it was guaranteed under such other contract.
20
21 D. The Owner may have the defects corrected if the Contractor, after notice, fails
22 to proceed promptly to comply with the terms of the guarantee and the
23 Contractor and his/her surety shall be liable for all costs and expenses incurred
24 in connection therewith.
25
26 E. All special guarantees applicable to definite parts of the work that may be
27 stipulated in the Contract Documents shall be subject to the terms of this
28 paragraph during the first (1st) year of the life of such special guarantee.
29
30

31 2.33 RESPONSIBILITY FOR DAMAGE
32

- 33 A. Neither the Owner, the Architect or Engineer, nor any officer or employee of
34 the County, or officer or employee thereof, within the limits of which the work
35 is being performed, shall be answerable or accountable in any manner, for any
36 loss or damage that may happen to the work or any part thereof; or for any of
37 the materials or other things used or employed in performing the work; or for
38 injury to any person or persons, either workmen or the public, for damage to
39 property from any cause which might have been prevented by the Contractor,
40 or his/her workmen, or anyone employed by him/her, against all of which
41 injuries or damages to persons and property the Contractor having control over
42 such work must properly guard.
43
44 B. The Contractor shall be responsible for any liability imposed by law for any
45 damage to any person or property resulting from defects or obstructions or
46 from any cause whatsoever during the progress of the work or at any time
47 before the issuance of the Notice of Completion.
48
49 C. The Contractor shall indemnify and hold harmless the Owner, the IOR, the
50 Architect, and all of their respective officers and employees, from all claims,
51 lawsuits or actions of every kind and nature whatsoever, brought for, or on

1 account of any injuries or damages received or sustained by any person or
2 persons, resulting from any act or admission by the Contractor or his/her
3 servants or agents, in the construction of the work or by or in consequence of
4 any negligence in guarding the same, in improper materials used in its
5 construction, or by or on account of any act or omission of the Contractor or
6 his/her agents in the performance of Contractor's obligations under the
7 Contract Documents. In addition to any remedy authorized by law, so much of
8 the money due the Contractor under and by virtue of the contract as shall be
9 considered necessary by the Owner may be retained by the Owner until
10 disposition has been made of such claims, lawsuits or actions for damages as
11 aforesaid.

12
13
14 2.34 WRITTEN NOTICE

15
16 Written notice shall be deemed to have been duly served if delivered in person to the
17 individual or member of the firm or entity or to an officer of the corporation for whom it
18 was intended, or if delivered at or sent by registered or certified mail.
19

20
21 2.35 RESOLUTION OF CONTRACT CLAIMS AND DISPUTES

- 22
23 A. A Claim is a demand or assertion by one (1) of the parties seeking, as a matter
24 of right, adjustment or interpretation of Contract terms, payment of money,
25 extension of time, or a request for equitable adjustment or Supplemental Work
26 Order which cannot be resolved per provisions of Section 2.25 - CHANGES
27 TO THE WORK. Any Claim shall be reduced to writing and filed with the IOR,
28 within ten (10) calendar days after the Contractor has notice of the condition
29 giving rise to the Claim, and final action per Section 2.25 - CHANGES TO THE
30 WORK procedures has taken place or has been declared as such in writing,
31 by either party. Such ten (10)-day notice of an asserted claim is in addition to
32 the requirement for prompt notice required per Section 2.25 - CHANGES TO
33 THE WORK.
34
35 B. The Contractor shall not claim or recover any overhead cost administrative or
36 otherwise, particularly 'Home Office' expenses, 'Extended site overhead', or
37 any other overhead cost on the basis of any 'Home Office' damages formula,
38 'Eichleay' formula, 'Total Cost' recovery formula or any other such formula.
39
40 C. REQUIREMENTS FOR FILING A CLAIM. Claims must be filed within the time
41 specified above, but in no event later than the date of final payment of the
42 Project. Claims shall be submitted to the IOR. The claim shall be in writing
43 and shall be a sum certain if known. If unknown, Contractor shall specify the
44 basis for establishing the sum certain. Claim shall include a statement of the
45 reasons for the asserted entitlement, and include the documents necessary to
46 substantiate the claim. Such documents may include but are not limited to
47 payroll records, purchase orders, quotations, invoices, estimates,
48 subcontracts, daily logs, supplier contracts, subcontract billings, bid takeoffs,
49 equipment rental invoices, ledgers, journals, daily reports, job diaries, and any
50 documentation related to the requirements of Section 2.25 - CHANGES TO
51 THE WORK. In the case of a continuing delay, only one (1) claim is necessary.

1 If adverse weather conditions are the basis for a claim for additional time, such
2 claim shall be documented by data substantiating that weather conditions were
3 abnormal for the period of time and could not have been reasonably
4 anticipated, and that weather conditions had an adverse effect on the critical
5 activities on the construction schedule. The Contractor shall certify, at the time
6 of submission of a claim, as follows:
7

8 "I, _____, being _____ the
9 _____ (MUST BE AN OFFICER) of
10 _____ (GENERAL CONTRACTOR),
11 declare under penalty of perjury under the laws of the State of
12 California, and do personally certify and attest that: I have thoroughly
13 reviewed the attached claim for additional compensation and/or
14 extension of time, and know its contents, and said claim is made in
15 good faith; The supporting data is truthful and accurate; That the
16 amount requested accurately reflects the contract adjustment for which
17 the Contractor believes the Owner is liable; and, further, that I am
18 familiar with California Penal Code Section 72 and California
19 Government Code Section 12560, et seq, pertaining to false claims,
20 and further know and understand that submission or certification of a
21 false claim may lead to fines, imprisonment and/or other severe legal
22 consequences.
23

24 By: _____
25 (Contractor's signature) (Date)
26

27 D. Nothing in this Article is intended to extend the time limit or supersede notice
28 requirements otherwise provided by this contract or by applicable law for the
29 filing of claims. Any formal claim shall be processed in accordance with the
30 provisions of Public Contract Code Section 9204 and Section 20104 et. seq.,
31 each of which establishes a process for resolution of claims, the provisions of
32 which are consistent with and effectively summarized by the following
33

- 34 1. The Owner (or his/her designee), shall review the facts pertinent to the
35 claim, obtain additional information deemed necessary for a decision (if
36 any), review recommendations of the IOR, coordinate with the contract
37 administrator (if any) and secure assistance from legal and other
38 advisors, and render a written decision on the claim within forty-five (45)
39 days of receipt of the claim. If additional information or documentation
40 is thereafter required, it shall be requested and provided pursuant to
41 this subdivision, upon mutual agreement of the Owner (or his/her
42 designee) and claimant. The Owner's (or his/her designee's) written
43 response to the claim, as supplemented by any additional information
44 and/or documentation provided by claimant, shall be submitted to the
45 claimant within fifteen (15) days after receipt of the further information
46 and/or documentation or within a period of time no greater than that
47 taken by the claimant in producing the additional information, whichever
48 is greater.
49
- 50 2. If the claimant disputes the written response of Owner (or his/her
51 designee), or Owner fails to respond within the time prescribed, the

1 claimant may so notify the Owner (or his/her designee), in writing, either
2 within fifteen (15) days of receipt of the Owner (or his/her designee's)
3 response or within fifteen (15) days of the Owner (or his/her designee's)
4 failure to respond within the time prescribed, respectively, and demand
5 an informal conference to meet and confer for settlement of the issues
6 in dispute. Upon a demand, the Owner (or his/her designee) shall
7 schedule a meet and confer conference within thirty (30) days for
8 settlement of the dispute.
9

10 3. Within ten (10) business days following conclusion of the meet and
11 confer conference, any unpaid portion of the claim remaining in dispute
12 shall be submitted to nonbinding mediation, as that term is defined by
13 Public Contract Code Section 9204(d)(2)(C).
14

15 4. If following the conclusion of the meet and confer conference and
16 mediation process, the claim or any portion thereof remains in dispute,
17 the claimant may file a claim pursuant to Chapter 1 (commencing with
18 Section 900) and Chapter 2 (commencing with Section 910) of Part 3
19 of Division 3.6 of Title 1 of the Government Code. For purposes of
20 those provisions, the running of the period of time within which a claim
21 must be filed shall be tolled from the time the claimant submits his/her
22 written claim pursuant to subdivision (a) until the time the claim is
23 denied, including any period of time utilized by the meet and confer
24 conference and mediation process as described in the immediately
25 preceding Paragraphs 2 and 3 of this Section D.
26

27 5. In the event of any perceived conflict between the summary of the
28 procedure set forth in this Article and the actual provisions of the
29 Public Contract Code Section 9204 and Section 20104, et seq. (a true
30 and correct copy of which is attached as Appendix A hereto and
31 incorporated by this reference as though fully set forth herein), the
32 statutory provisions shall control; and in the event of any perceived
33 conflict between the provisions of Section 9204 and Section 20104, et
34 seq., the provisions of Section 9204 shall control.
35

36 E. Procedures for Civil Actions to Resolve Disputed Claims: Non-binding
37 Mediation: Within sixty (60) days, but no earlier than thirty (30) days, following
38 the filing of a responsive pleading, the court shall submit the matter to
39 non-binding mediation unless waived by mutual stipulation by both parties.
40 The mediation process shall provide for the selection within fifteen (15) days
41 by both parties of a disinterested third person as mediator, shall be
42 commenced within thirty (30) days of the submittal, and shall be concluded
43 within fifteen (15) days from the commencement of the mediation unless a time
44 requirement is extended upon a good cause shown to the court. If the parties
45 fail to select a mediator within the 15-day period, any party may petition the
46 court to appoint the mediator.
47

48 Judicial Arbitration: If the matter remains in dispute, the case shall be
49 submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with
50 Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure,
51 notwithstanding Section 1141.11 of the 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 subsection consistent with the rules pertaining to judicial arbitration. Arbitrators shall be experienced in construction law.

Appeals: As provided by statute (specifically Public Contract Code section 20104.4(b)(3) and Code of Civil Procedure section 1141.21), any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees, also pay the attorneys' fees on appeal of the other party.

F. CLAIMS AND DISPUTES EXEMPT FROM FILING REQUIREMENTS. The requirements and procedures imposed by this Article do not apply to:

1. Any claims by the Owner;
2. Any claim for or respecting personal injury or death or reimbursement or other compensation arising out of or resulting from liability for personal injury or death;
3. Any claim or dispute relating to stop payment requests or stop notices;
4. Any claim or dispute related to the approval, refusal to approve, or substitution of Subcontractors, regardless of tier, and suppliers; and

G. PAYMENT OF UNDISPUTED PORTION OF CLAIM. Owner shall pay claimant such portion of a claim that is undisputed except as otherwise provided in the contract.

H. CONTINUE WORK DURING DISPUTE. In the event of any disputed claim or other dispute between the Owner and the Contractor, the Contractor will not stop work but will prosecute the work diligently to completion in his/her manner directed by the Owner, and the dispute shall be resolved by a court of law after completion of the Work. However, Contractor must submit all disputes in accordance with the provisions of Section 2.35.

I. SUIT IN FRESNO COUNTY ONLY. Any litigation arising out of this Contract shall be brought in Fresno County and Contractor hereby waives the removal provisions of California Code of Civil Procedure Section 394.

2.36 PERFORMANCE BOND, LABOR AND MATERIAL PAYMENT BOND AND WARRANTY BOND

A. The Contractor shall furnish Performance Bond in the amount of one hundred percent (100%) of the Maximum Contract Value, and Payment Bond in the amount of one hundred percent (100%) of the Maximum Contract Value and One Year Warranty Bond in the Amount of ten percent (10%) of the Maximum Contract Value.

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B. All bonds required, whether Bid bonds, Performance, Payment, Warranty or other bonds, shall be issued by an admitted surety insurer. The same admitted surety insurer must issue the Bid Bond, Performance Bond, Payment Bond, and Warranty Bond. The payment, performance and warranty bonds required by these specifications will neither be accepted nor approved by the Owner unless the bonds are underwritten by an admitted surety and the requirements of California Code of Civil Procedure section 995.630 are met. The bonds must include a physical mailing address, phone number, FAX number, and contract person for the admitted surety insurer. The Owner further reserves the right to satisfy itself as to the acceptability of the surety and the form of bond. Upon request of the Owner, the bidder must submit the following documents:

1. The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument authorizing the person who executed the bond to do so.
2. A certified copy of the certificate of authority of the insurer issued by the California Insurance Commissioner.
3. A certificate from the county clerk that the certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.
4. A financial statement of the assets and liabilities of the insurer to the end of the quarter calendar year prior to thirty (30) days next preceding the date of the execution of the bond, in the form of an officers' certificate as defined in Corporations Code section 173.

2.37 RIGHTS AND REMEDIES

- A. The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.
- B. No action or failure to act by the Owner, or by the IOR or Architect, regarding any deficiency, breach or default in performance by the Contractor under the Contract Documents, shall be deemed or construed to constitute acquiescence of the Owner in connection therewith or with regard to any subsequent deficiency, breach or default in performance by the Contractor; nor shall any such prior act of failure to act by or on behalf of Owner be deemed or construed as a waiver of any rights in favor of Owner regarding any such deficiency, breach or default in performance by the Contractor, regardless of the similarity to the prior incident or circumstance when no action was taken regarding any alleged deficiency, breach or default in performance by the Contractor.

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1 2.38 TIME, DELAYS AND LIQUIDATED DAMAGES

2
3 A. DEFINITIONS

- 4
5 1. Unless otherwise provided, the Work Order Completion Time is the
6 period of time allotted in the Contract Documents for completion of the
7 Work of an individual work Order, including authorized adjustments
8 thereto.
9
10 2. The Date of Commencement of the Work is the date established in the
11 Notice to Proceed.
12
13 3. The Date of Completion of the Work is the date of which the work is
14 certified as complete by the IOR as specified in the Notice of
15 Completion.
16
17 4. The term "day" as used in the Contract Documents shall mean calendar
18 day unless specifically designated otherwise.
19

20 B. PROGRESS AND COMPLETION

- 21
22 1. Time is of the essence regarding all time limits stated in the Work Order
23 Notice to Proceed. By executing the Work Order, the Contractor
24 confirms that the Work Order Completion Time is a reasonable period
25 for performing the Work of the individual Work Order.
26
27 2. The Contractor shall begin the Work on the Date of Commencement.
28 The Contractor shall not knowingly, except by agreement or instruction
29 of the Owner in writing, prematurely commence operations on the site
30 or elsewhere prior to the effective date of insurance required herein to
31 be furnished by the Contractor. The Date of Commencement of the
32 Work shall not be changed by the effective date of such insurance.
33
34 3. The Contractor shall carry the Work forward expeditiously with
35 adequate forces and shall achieve Completion of the Work within the
36 Work Order Completion Time.
37

38 C. DELAYS AND EXTENSIONS OF TIME

- 39
40 1. Delays in prosecution of parts or classes of the Work that are not
41 demonstrated to prevent or delay completion of an entire Project or
42 specific milestones within the Work Order Completion Time are not
43 "unavoidable delays" for purposes of this section.
44
45 2. In all cases, the time authorized for extension of the Work Order
46 Completion Time shall be no greater than the number of days directly
47 attributable to the event or circumstances which causes unavoidable
48 delay in the completion of a Project. Contractor shall be entitled, in the
49 case of unavoidable delays, to an extension in the Work Order
50 Completion Time, but not to any increase to the Work Order Price.
51 "Unavoidable delay" for this purpose shall be defined as follows:

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- a. Unavailable Materials. That materials or articles called for in the Contract Documents are not obtainable within the time required for timely completion; provided that such materials or articles were listed by the Contractor in the schedule required by Section 2.17 - CONTRACTOR'S CONSTRUCTION SCHEDULE; that the Contractor demonstrates that the unavailability of the materials is in fact the cause for the delay, and could not have been avoided by an appropriate adjustment in the Construction Schedule; and that the unavailability of such materials is due to circumstances beyond the Contractor's control. If good cause for delay is demonstrated pursuant to this subsection, the Owner, at its sole discretion, may grant a time extension.
- b. Force Majeure. That delays in construction have resulted from circumstances beyond the control of the Contractor and which the Contractor could not have provided against by the exercise of reasonable care, prudence, foresight, and diligence. Unavoidable delays within the meaning of this subparagraph shall be those caused by acts of God, war, insurrection, civil disorder, fire, floods, epidemic, or strikes.
- c. Unseasonable Weather. An extension of Work Order Completion Time may be granted due to weather which is unsuitable for the Work currently in progress, upon the determination of the Owner that the weather conditions in fact caused the delay in completion of a Project and that such weather conditions were not, and could not in the exercise of reasonable diligence, have been foreseen by the Contractor. Seasonable weather that, in the exercise of reasonable foresight and diligence, should be expected in the area at the time of year in question is not cause for an extension of time.
- d. Time Extensions Due to Supplemental Work Orders or Work Authorizations. A time extension may be granted due to additional work that results in a delay in a Project caused by the approval by the Owner of a Supplemental Work Order or Work Authorization. The Contractor shall be entitled to a Work Order Completion Time extension Supplemental Work Order only when the extra Work is demonstrated by the Contractor to have caused a delay in a Project.
- e. Owner Caused Delays. In the event that a Project is delayed by acts of the Owner not authorized by the Contract Documents which the Contractor demonstrates will or have caused an unavoidable delay, the Contractor shall be entitled to a Work Order Completion Time Supplemental Work Order to offset the extra time incurred by the Contractor. The Contractor will not be entitled to adjustments in the Work Order Price. Extra time

1 shall be limited to that which is directly identified as critical by
2 the delay.

- 3
- 4 4. The Contractor specifically agrees that a time extension as provided
5 herein is its sole remedy for Owner-caused delays, and agrees to make
6 no claim or demand for additional damages, nor claim an acceleration
7 of the time for performance.
- 8
- 9 5. The Contractor shall not be entitled to any Work Order Completion Time
10 extension nor Work Order Price adjustment for alleged Owner delays if
11 the Owner has acted within the time limits specified by the Contract
12 Documents.

13

14 D. NOTICE OF DELAYS

- 15
- 16 1. Contractor shall notify the IOR promptly whenever the Contractor
17 foresees any event or circumstance that may delay the prosecution of
18 the Work and in Contractor's opinion may provide grounds for an
19 extension, and shall in any event notify the IOR immediately upon the
20 occurrence of any such delay. The Contractor shall take immediate
21 steps to prevent, if possible, the occurrence or continuance of the delay.
22 If this cannot be done, the IOR shall determine how long the delay shall
23 continue and to what extent the prosecution and completion of the Work
24 are being delayed thereby. Such notification shall specify with detail
25 the cause asserted by the Contractor to constitute grounds for an
26 extension. Failure of the Contractor to submit such a notice within ten
27 (10) days after the initial occurrence of the event-giving rise to the delay
28 shall constitute a waiver by the Contractor of any request for a time
29 extension, and no extension shall be granted as a consequence of such
30 delay.
- 31
- 32 2. If the Contractor believes that the delay in prosecution in the Work will
33 result in an unavoidable delay in completion of the entire Project, the
34 Contractor shall submit evidence to support that belief, together with its
35 request for a time extension. Such evidence shall include a
36 demonstration that the delayed portion of the Work will affect the Critical
37 Path Scheduling of the entire Project. The Contractor shall also submit
38 a proposed revised Construction Schedule, which accounts for the
39 delay in completion of the entire Project caused by the delay in
40 prosecution of part of the Project, and includes a revised Critical Path
41 demonstrating how the Project will be completed within the proposed
42 revised Work Order Completion Time.

43

44 E. INVESTIGATION; PROCEDURE.

- 45
- 46 1. Upon receipt of a request for Time extension, the IOR shall conduct an
47 investigation of the facts asserted by the Contractor to constitute
48 grounds for an extension. The results of this investigation shall be
49 reported by the IOR to the Contractor and shall indicate whether he/she
50 will recommend for or against such extension to the Owner. The
51 performance of this investigation by the IOR shall not be construed as

1 direction or recommendation to the Contractor regarding scheduling of
2 the work. Scheduling this work is the sole responsibility of the
3 Contractor.
4

- 5 2. The IOR may, in his/her sole discretion, defer this recommendation to
6 allow the accumulation of time extensions due to Work Authorizations
7 into a periodic or final Supplemental Work Order request.
8
9 3. Upon receiving the IOR's recommendation to the Owner regarding the
10 Contractor's request for a time extension, the Contractor may either
11 withdraw its application for extension or request that it be scheduled for
12 action by the Owner. If the Owner disallows the request, there shall be
13 no allowance made for the time during which the request was pending,
14 and the Contractor shall remain obligated to complete the Work in the
15 time specified.
16
17 4. If the Owner approves the time extension Supplemental Work Order,
18 the new Construction Schedule submitted by the Contractor and
19 approved by the Owner shall be deemed to amend the original
20 Construction Schedule approved by the Owner; thereafter, the
21 amended Construction Schedule shall have the same force and effect
22 as the originally approved Progress Schedule.
23
24 5. The revised Construction Schedule must be submitted within seven (7)
25 calendar days of the date in which the Owner approves the change.
26
27 6. The Contractor agrees that the Owner's determination as to the
28 existence of grounds for an extension and, the duration of any such
29 extension, shall be final and binding upon both Owner and Contractor.
30

31 F. DISCRETIONARY TIME EXTENSION FOR BEST INTEREST OF OWNER
32

- 33 1. The Owner reserves the right to extend the Work Order Completion
34 Time for completion of the Work if the Director of Public Works and
35 Planning or designee determines that such extension is in the best
36 interest of the Owner.
37
38 2. In the event that such discretionary extension is made at the request of
39 the Contractor, the Owner shall have the right to charge to the
40 Contractor all or any part, as the Board may deem proper, of the actual
41 cost to the Owner for engineering, inspection, supervision, contract
42 administration, incidental and other overhead expenses that accrue
43 during period of such extension, and to deduct all or any portion of such
44 amounts from the final payment for the Work Order.
45
46 3. In the event such extension is ordered over the objection of the
47 Contractor, the Contractor shall be entitled to a Supplemental Work
48 Order adjusting the price paid to reflect the actual costs incurred by the
49 Contractor as a direct and proximate result of the delay, upon his/her
50 written application therefor, accompanied by such verification of costs

1 as the IOR requires. Only additional direct costs incurred at the site will
2 be reimbursable by Supplemental Work Order.

3
4 G. LIQUIDATED DAMAGES

- 5
6 1. If the Work is not completed by Contractor in the time specified in the
7 Work Order or within any period of extension authorized pursuant to
8 this Article, the Contractor acknowledges and admits that the Owner
9 will suffer damage, and that it is impracticable and infeasible to fix the
10 amount of actual damages. Therefore, it is agreed by and between the
11 Contractor and the Owner that the Contractor shall pay to the Owner
12 as fixed and liquidated damages, and not as a penalty, the sum
13 specified in Section 005213, Agreement, Article III for each calendar
14 day of delay until the Work is completed and accepted, and that both
15 the Contractor and the Contractor's surety shall be liable for the total
16 amount thereof, and that the Owner may deduct said sums from any
17 monies due or that may become due to the Contractor.
18
19 2. This liquidated damages provision shall apply to all delays of any nature
20 whatsoever, save and except only unavoidable delays approved by the
21 Owner pursuant to provisions herein above, or discretionary time
22 extensions approved by the Board of Supervisors pursuant to
23 provisions hereinabove.
24

25 H. EXTENSION OF TIME NOT A WAIVER.

- 26
27 1. Any extension of a Work Order Completion Time granted pursuant to
28 this Article shall not constitute a waiver by the Owner, nor a release of
29 the Contractor, from his/her obligations to perform a Work Order within
30 the allotted Work Order Completion Time.
31
32 2. Granting of a time extension due to one (1) circumstance on one (1)
33 request therefore shall not constitute a granting by the Owner of an
34 extension of time for any other circumstance or the same circumstance
35 occurring at some other time, and shall not be interpreted as a
36 precedent for any other request for extension.
37
38

39 2.39 PROTECTION OF PERSONS AND PROPERTY

40
41 A. SAFETY PRECAUTIONS AND PROGRAMS

42
43 The Contractor shall be responsible for initiating, maintaining and supervising
44 all safety precautions and programs in connection with the Work.
45

46 B. SAFETY OF PERSONS AND PROPERTY

47
48 The Contractor shall take all reasonable precautions for the safety of, and shall
49 provide all reasonable protection to prevent damage, injury or loss to:
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1. All employees on the Work and all other persons who may be affected thereby;
 2. All the work and all materials and equipment to be incorporated therein, whether in storage or off the site, and that is under the care, custody or control of the Contractor or any of the Contractor's Subcontractors or Sub-subcontractors;
 3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
 4. The work of the Owner or other separate contractors.
- C. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- D. The Contractor shall erect and maintain, as required by existing conditions and the progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent facilities.
- E. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- F. The Contractor shall promptly remedy all damage or loss to any property referred to above caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, anyone directly or indirectly employed by any of them, or any one for whose acts any of them may be liable, and for which the Contractor is responsible under the above noted clauses, except damage or loss attributable solely to the acts or omissions of the Owner, the IOR, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable in any degree to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under the Indemnification provisions provided herein.
- G. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and the IOR.
- H. The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

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I. EMERGENCIES

In any emergency affecting the safety of persons or property the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in the provisions herein for Changes in the Work.

2.40 INSURANCE

A. CONTRACTOR'S INSURANCE

1. Bidders' attention is directed to the insurance requirements below. It is highly recommended that Bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of the insurance certificates and endorsements required below. A bidder who is awarded a contract and thereafter fails to comply strictly with the insurance requirements, will be deemed to be in default of its obligations.
2. Contractor shall procure, and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in the Contractor's bid.
3. No later than ten (10) calendar days following the Award of the Contract, and prior to execution of the Agreement for Construction by the Owner, the Contractor shall submit certificates of insurance, signed by an authorized agent of the insurer, attesting to insurance coverage of the Contractor as required by this Article.

B. MINIMUM SCOPE OF INSURANCE.

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG0001).
2. Insurance Services Office Business Auto Coverage form number CA 0001 0187 covering Automobile Liability, code 1 "any auto".
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

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C. MINIMUM LIMITS OF INSURANCE.

Contractor shall maintain limits no less than:

1. General Liability: One million dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be three times the required occurrence limit.
2. Automobile Liability: One million dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of one million dollars (\$1,000,000.00) per accident.

D. DEDUCTIBLES AND SELF-INSURED RETENTIONS.

Any deductibles or self-insured retentions must be declared to and approved by the Owner. If approved at the option of the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expense.

E. OTHER INSURANCE PROVISIONS.

The policies are to contain, or be endorsed to contain, the following provisions:

1. Fire Insurance / Builders Risk Insurance.
 - a. At the Owner's option, the Contractor shall secure "All Risk" type Builder's Risk Insurance for the Work to be performed pursuant to this Agreement for an individual Work Order. The policy shall cover not less than losses due to fire, explosion, vehicle damage, theft, flood, earthquake and civil commotion with no coinsurance penalty provision.
 - b. The Contractor shall obtain and keep in force insurance against loss or damage by fire and the customary extended perils including windstorm, hail, explosion, aircraft, vehicle, smoke, riot, and civil commotion, vandalism, sprinkler leakage (including earthquake) as covered under the standard forms of California Standard Fire Insurance Policy for school projects or Factory Insurance Association and/or Factory Mutual Insurance Company for projects other than schools. The policy shall cover the entire structure on which the work of this contract is to be done, up to the full insurable value thereof, including items of

1 labor and materials connected therewith on the site, materials
2 in place or to be used as part of the permanent construction
3 including materials stored and partially paid for by the Owner as
4 provided in Division 01 – General Requirements, surplus
5 materials, shanties, protective fences, bridges, or temporary
6 structures, miscellaneous materials and supplies incident to the
7 work, and such scaffolding, staging, towers, forms and
8 equipment as are not owned or rented by the Contractor, the
9 cost of which is included in the cost of the work. EXCLUDED:
10 This insurance does not cover any tools owned by mechanics,
11 any tools, equipment, scaffolding, staging, towers, and forms
12 owned or rented by the Contractor, the capital value of which is
13 not included in the cost of the Work, or any structures erected
14 for the Contractor’s administration of the Project. The loss, if
15 any, is to be adjustable with and payable to the Owner as
16 trustee for the insured as their interests may appear, except in
17 such cases as may require payment of all or a proportion of said
18 insurance to be made to a mortgagee or trustee as its interest
19 may appear.

20
21 c. The Owner shall be named as insured jointly with the Contractor
22 and other proper parties, all as their respective interests may
23 appear. All subcontractors shall be insured to the extent of their
24 portion of the work under the Contractor. The Owner, Contractor
25 and all subcontractors waive all rights, each against the others,
26 for damages caused by fire or other perils covered provided
27 under the terms of this article, except such rights as they may
28 have to the proceeds of the insurance held by the party
29 obtaining and maintaining the insurance policy in force who acts
30 as trustee of said policy. Certificates of such insurance shall be
31 filed with the Owner. If the Contractor fails to effect or maintain
32 insurance as above and so notifies the Owner, the Owner may
33 insure his own interest and charge the cost thereof to the
34 Contractor.

35
36 d. In the event of a partial or total destruction by the perils insured
37 against, of any or all of the work and/or materials herein
38 provided for, at any time prior to the final completion of the
39 Contract and the final acceptance by the Owner of the Work or
40 materials to be performed or supplied thereunder, the
41 Contractor shall promptly reconstruct, repair, replace, or restore
42 all work or materials so destroyed or injured at his sole cost and
43 expense. Nothing herein provided for shall in any way excuse
44 the Contractor or his surety from the obligation of furnishing all
45 the required materials and completing the work in full
46 compliance with the terms of the Contract.

47
48 2. Commercial General Liability and Automobile Liability Coverages.

49
50 a. The Contractor shall secure Commercial General Liability
51 Insurance with limits of not less than One Million Dollars

1 (\$1,000,000.00) per occurrence and an annual aggregate of
2 Three Million Dollars (\$3,000,000.00). This policy shall be
3 issued on a per occurrence basis. The Owner may require
4 specific coverage including completed operations, product
5 liability, contractual liability, XCU, fire legal liability or any other
6 liability insurance deemed necessary because of the nature of
7 the contract. The Owner, its officers, officials, employees,
8 agents, including Consulting Engineers while performing
9 contract administration services, and volunteers are to be
10 covered as insured as respects all of the following: liability
11 arising out of activities performed by or on behalf of the
12 Contractor, including the insured's general supervision of the
13 Contractor; products and completed operations of the
14 Contractor; premises owned, occupied or used by the
15 Contractor; or automobiles owned, leased, hired or borrowed by
16 or on behalf of the Contractor. The coverage shall contain no
17 special limitations on the scope of protection afforded to the
18 Owner, its officers, officials, employees or volunteers.
19

- 20 b. The Contractor's insurance coverage shall be primary
21 insurance as respects the owner, its officers, officials,
22 employees, agents, Consulting Engineers, and volunteers. Any
23 insurance or self-insurance maintained by the Owner, its
24 officers, officials, Employees, agents, Consulting Engineers, or
25 volunteers shall be in excess of the Contractor's insurance and
26 shall not contribute with it.
27
- 28 c. Any failure to comply with reporting provisions of the policies
29 shall not affect Coverage provided to the Owner, its officers,
30 officials, employees, agents, Engineers, Consulting Engineers,
31 or volunteers.
32
- 33 d. The Contractor's insurance shall apply separately to each
34 insured against whom claim is made or suit is brought, except
35 with respect to the limits of the insurer's liability.
36
- 37 e. Such Commercial General Liability insurance shall name the
38 County of Fresno, its officers, agents, and employees,
39 individually and collectively, as additional insured, but only
40 insofar as the operations under this Agreement are concerned.
41 Such coverage for additional insured shall apply as primary
42 insurance and any other insurance, or self-insurance,
43 maintained by Owner, its officers, agents and employees shall
44 be excess only and not contributing with insurance provided
45 under Contractor's policies herein. This insurance shall not be
46 cancelled or changed without a minimum of thirty (30) days
47 advance written notice given to Owner. Contractor shall obtain
48 endorsements to the Commercial General Liability insurance
49 policy naming Owner as an additional insured and providing for
50 a thirty (30) day prior written notice of cancellation or change in
51 terms or coverage

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f. Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage. Coverage should include owned and non-owned vehicles used in connection with this Agreement and all applicable endorsements.

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3. Professional Liability Coverage.

If Contractor employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, the Contractor shall secure Professional Liability Insurance with limits of not less than one million dollars (\$1,000,000.00) per occurrence, and three million dollars (\$3,000,000.00) annual aggregate, with a provision for three (3) year tail coverage.

4. Worker's Compensation and Employers Liability Coverage.

The Contractor shall obtain a policy of Worker's Compensation insurance in accordance with applicable provisions of the California Labor Code. The insurer shall agree to waive all rights of subrogation against the Owner, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Owner. Contractor shall supply the Owner with certificates of insurance in triplicate, evidencing that Workers Compensation Insurance is in effect and providing that the Owner will receive 30 days' notice of cancellation. If Contractor self-insures Workers Compensation, Certificate of Consent to Self-Insure shall be provided to the Owner.

5. All Coverages.

Prior to the commencement of performing its obligations under this Agreement, Contractor shall provide certificates of insurance and upon request from Owner, formal endorsements for the foregoing policies, as required herein, to the Owner, listing the name and address of the official who will administer this contract, and stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by Owner, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and each insurance policy required by this Section 2.40 shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Owner.

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F. ACCEPTABILITY OF INSURERS

Contractor shall obtain the policies and coverages specified herein from an admitted insurer in good standing with and authorized to transact business in this state by the California Department of Insurance, and having a **Best's rating of no less than A FSC VIII.**

G. VERIFICATION OF COVERAGE

Contractor shall furnish the Owner with certificates of effecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the Owner may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event. The Certificate of Insurance shall be issued in triplicate, and provided to the Owner within ten (10) days of award, and also shall be provided to all other participating agencies who contribute to the cost of the work or have jurisdiction over areas in which the work is to be performed and all officers and employees of said agencies while acting within the course and scope of their duties and responsibilities.

H. SUBCONTRACTORS

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 of the requirements stated herein.

2.41 UNCOVERING WORK

- A. If any portion of the Work should be covered contrary to the request of the IOR, Owner, public authority having jurisdiction, or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the IOR, be uncovered for their observation and shall be replaced at the Contractor's expense.
- B. If any other portion of the Work has been covered which the IOR, Owner or public authority having jurisdiction has not specifically requested to observe prior to its being covered, the IOR may request to see such Work and it shall be uncovered by the Contractor. If such Work is found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Supplemental Work Order, be charged to the Owner. If such Work is found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by the Owner

1 or a separate contractor as provided herein in these General Conditions, in
2 which event the Owner shall be responsible for the payment of such costs.
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5 2.42 CORRECTION OF WORK
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- 7 A. The Contractor shall promptly correct all Work rejected by the IOR as defective
8 or as failing to conform to the Contract Documents, whether or not fabricated,
9 installed or completed. The Contractor shall submit a plan of action, within
10 twenty-four (24) hours of notification of the rejected work by the IOR, for
11 correcting the rejected work. The Contractor shall bear all costs of correcting
12 such rejected Work, including compensation for the Engineer's and Architect's
13 additional services made necessary thereby.
14
- 15 B. If, within one (1) year after the date of acceptance of the Work as specified in
16 the Notice of Completion, or designated portion thereof, or within one (1) year
17 after acceptance by the Owner of designated equipment, or within such longer
18 period of time as may be prescribed by the terms of any applicable special
19 warranty required by the Contract Documents, any of the Work is found by
20 Owner to be defective or not in accordance with the Contract Documents, the
21 Contractor shall correct it promptly after receipt of a written notice from the
22 Owner to do so, unless the Owner has previously given the Contractor a written
23 acceptance of such condition. This obligation shall survive both final payment
24 for the Work or designated portion thereof and termination of the Contract. The
25 Owner shall give such notice promptly after discovery of the condition.
26
- 27 C. The Contractor shall, at his/her sole expense, remove from the site all portions
28 of the Work that are defective or nonconforming and which have not been
29 corrected under Articles 2.32, 2.42.A, and 2.42.B, unless the Owner waives
30 removal.
31
- 32 D. If the Contractor fails to submit a plan of action, within twenty-four (24) hours
33 of notification of the rejected work by the IOR, for correcting the rejected work,
34 or fails to correct defective or nonconforming Work as provided herein in
35 Articles 2.32, 2.42.A, and 2.42.B, the Owner may correct it in accordance with
36 Article 2.08.C.
37
- 38 E. If the Contractor does not take action under the plan to initiate such correction
39 of such defective or nonconforming Work within ten (10) days of written notice
40 from the IOR, the Owner may remove it and may store the materials or
41 equipment at the expense of the Contractor. If the Contractor does not pay the
42 cost of such removal and storage within ten (10) days thereafter, the Owner
43 may, upon ten (10) additional days' written notice, sell such Work at auction or
44 at private sale and shall account for the proceeds thereof, after deducting all
45 the costs that should have been borne by the Contractor, including
46 compensation for the IOR, Architect, or other Professional's additional services
47 made necessary thereby. If such proceeds of sale do not cover all costs that
48 the Contractor should have borne, the difference shall be charged to the
49 Contractor and an appropriate Supplemental Work Order shall be issued. If
50 the payments then or thereafter due the Contractor are not sufficient to cover
51 such amount, the Contractor shall pay the difference to the Owner.

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F. The Contractor shall bear the cost of making good all work of the Owner or separate contractors destroyed or damaged by such correction or removal.

G. Nothing contained in this Section 2.42 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Section 2.32 hereof. The establishment of the time periods noted in this Section 2.42, or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents, relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

2.43 ACCEPTANCE OF DEFECTIVE OR NONCONFORMING WORK

If the Owner prefers to accept defective or nonconforming Work, the Owner may do so instead of requiring its removal and correction, in which case a Supplemental Work Order will be issued to reflect a reduction in the Work Order Price where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made. IOR shall determine the amount of reduction in the Work Order Price.

2.44 TERMINATION BY THE OWNER

A. If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or stop notices are served upon the Owner, or if the Contractor persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards applicable laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, and fails after written notice to commence and continue correction of such default, neglect or violation with diligence and promptness, the Owner upon certification by the IOR that sufficient cause exists to justify such action, may, after an additional written notice and without prejudice to any other remedy the Owner may have, terminate the Contract and take possession of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

B. If the unpaid balance of the Work Order Price exceeds the costs of finishing the Work, including compensation for the IOR's and Architect's additional services made necessary thereby, Contractor will only be paid for his/her actual unpaid costs from such excess. If such costs exceed the unpaid balance, the

1 contractor shall pay the difference to the Owner. The amount to be paid to the
2 Contractor or to the Owner, as the case may be, shall be certified by the IOR,
3 upon application, in the manner provided in Section 2.24 and this obligation for
4 payment shall survive the termination of the Contract.
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7 2.45 SUBSTITUTION OF MATERIALS
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9 A. When a specific manufacturer, trade name or material is specified, or indicated,
10 it is to establish a standard of quality and shall not be construed as limiting
11 competition. The intent of the Contract Documents is to specify high-grade
12 standard material and equipment, and it is not the intent of these Contract
13 Documents to exclude or omit the products of any responsible manufacturer, if
14 such products are equally acceptable in terms of quality, finish, performance,
15 durability, and serviceability, in the judgment of the Owner and the Architect,
16 to those specified herein. Wherever an article, or any class of materials, is
17 specified by the trade name or by the name of any particular patentee,
18 manufacturer or dealer, it shall be taken as intending to mean and specify the
19 article of material described or any other equal thereto in quality, finish,
20 performance, durability, and serviceability, in the judgment of the Owner and
21 the Architect, for the purpose for which it is or they are intended.
22

23 B. If the Contractor desires to use material or equipment other than that specified,
24 he/she shall submit a request for approval of such substitution, in writing, to
25 the IOR by no later than 10 days prior to bid opening. Substitution requests
26 will not be considered if received after the time stipulated.
27

28 C. The Owner does not guarantee that alternative articles, components, materials
29 or equipment other than the item specified by trade name or other specific
30 identification, will fit within the design parameters of the project without
31 alteration of the project design by the Contractor.
32

33 D. The Owner has the right to reject any proposed alternative material which
34 requires alteration of the project design which impacts the safety of the public
35 or the user of a completed facility. If the proposed alternative material requires
36 alteration of the design of the Project or any aspect thereof and said alterations
37 are acceptable to the Owner, the Contractor shall be responsible for performing
38 said alterations at no additional cost to the Owner.
39

40 E. Submittals for approval of substitute materials shall contain sufficient detailed
41 information, descriptive brochures, drawings, samples or other data as is
42 necessary to provide a detailed side-by-side comparison to the specified
43 materials. It is the sole responsibility of the Contractor to submit complete
44 descriptive and technical information so the IOR can make proper appraisal.
45 Lack of either proper or sufficient information shall constitute cause for
46 rejection. Reference to product data will not be acceptable.
47

48 F. It is the Contractor's responsibility to confirm and correlate all quantities and
49 dimensions and coordinate with all trades whose work may be affected by the
50 requested substitution.
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2 2.46 REFERENCE TO STANDARDS
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- 4 A. Reference to known standards shall mean and intend the latest edition or
5 amendment published prior to date of these Specifications, unless specifically
6 indicated otherwise, and to such portions of it that relate and apply directly to
7 the material or installation called for on the Project.
8
9 B. Where material is specified solely by reference to standard specifications, the
10 Contractor shall, if requested by the IOR, submit to the IOR for his/her
11 approval, data on all such material proposed to be incorporated into the Work
12 of the Contractor, listing the name and address of the vendor, the manufacturer
13 or producer, and the trade or brand names of such materials.
14

15
16 2.47 SPECIFICATIONS
17

- 18 A. The Specifications are organized into Divisions, Sections, and Trade headings
19 based on the Construction Specifications Institute's Master format and the
20 Master format numbering system. This organization shall not control the
21 Contractor in dividing the Work among Subcontractors or in establishing the
22 extent of the Work to be performed by any trade. The Contractor shall be
23 responsible for examining all Sections of the Specifications for inter-related
24 items of the Work, and for furnishing each item identified or specified.
25
26 B. No responsibility will be assumed by the Owner, Architect or the IOR for
27 omissions or duplications by the Contractor in the completion of the Contract
28 due to any alleged discrepancy in the arrangement of the material in these
29 Specifications, nor shall any such segregation of work and materials operate
30 to make the IOR an arbiter in defining the limits to the agreements between the
31 Contractor and his/her Subcontractors or suppliers.
32
33 C. The misplacement, addition or omission of any letter, word or punctuation mark
34 shall in no way damage the true spirit, intent or meaning of these
35 Specifications.
36
37 D. The words "shown", "indicated", "noted", "scheduled" or words of that effect
38 shall be understood to mean that reference is made to Drawings
39 accompanying these Specifications.
40
41 E. Where reference herein is made to colors or finishes "as selected", the
42 reference is to the Architect with concurrence by the Owner.
43
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45 2.48 APPROVED APPLICATORS
46

- 47 A. Where specific instructions in these Specifications require that a particular
48 product and/or materials be installed and/or applied by an "approved
49 applicator" of the manufacturer, it shall be the Contractor's responsibility to
50 insure that any Subcontractors used for such work be approved applicators.
51

- 1 B. Contractor accordingly shall bear any and all costs, and shall reimburse Owner
2 for any such costs incurred by Owner, resulting from Contractor's failure to
3 insure the use of an "approved applicator".
4
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6 2.49 DELIVERY AND STORAGE OF MATERIALS
7

- 8 A. Deliver all manufactured materials in the original packages, containers or
9 bundles (with the seals intact), bearing the name or identification mark of all
10 manufacturers.
11
12 B. Deliver fabrications in as large assemblies as practicable and where specified
13 to be shop-primed or shop-finished; they shall be packaged or crated as
14 required to preserve such priming or finish intact and free from abrasion.
15
16 C. Store all materials in such manner as necessary to properly protect same from
17 damage, as materials or equipment damaged by handling, weather, dirt or from
18 any other cause will not be acceptable.
19
20 D. Store materials so as to cause no obstructions (i.e. stored off all sidewalks and
21 other walkways, roadways, and underground services). The Contractor shall
22 be responsible for protecting from damage all material and equipment
23 furnished under the Contract.
24
25

26 2.50 QUALITY OF WORK
27

- 28 A. Where not more specifically described in any of the various Sections of these
29 Specifications, the quality of work shall conform to all of the methods and
30 operations of best standards and accepted practices of the trade or trades
31 involved, and shall include all items of fabrication, construction, or installation
32 regularly furnished or required for completion of the work (including any finish),
33 and for successful operation as intended of the project and the component
34 thereof corresponding to that work.
35
36 B. All Work shall be executed by mechanics skilled in their respective lines of
37 work.
38
39 C. When completed, all parts shall have been durably and substantially built and
40 shall present a neat, finished appearance.
41
42

43 2.51 HOURS OF WORK
44

- 45 A. Eight (8) hours of labor shall constitute a legal day's work upon all work done
46 hereunder, and it is expressly stipulated that no worker employed at any time
47 by the Contractor, or by a Subcontractor under this Contract, upon the Work,
48 shall be required or permitted to work thereon more than eight (8) hours in any
49 one (1) calendar day and forty (40) hours in any one (1) calendar week, except
50 as provided in Sections 1810-1815 inclusive, of the Labor Code of the State of
51 California, all the provisions of which are deemed to be incorporated herein as

1 if set forth in full; and it is further expressly stipulated that for each and every
2 violation of said last named stipulation, said Contractor shall forfeit, as a
3 penalty to the Owner, fifty dollars (\$50.00) for each worker employed by the
4 Contractor in the execution of this Contract, for each calendar day during which
5 said worker is required or permitted to labor more than eight (8) hours in any
6 one (1) calendar day and forty (40) hours in any one (1) calendar week in
7 violation of any of said provisions of the Labor Code.
8

- 9 B. Notwithstanding the above stipulations, pursuant to Section 1815 of the Labor
10 Code, work performed by employees of contractors in excess of eight (8) hours
11 per day and forty (40) hours during any one (1) week shall be permitted on the
12 Project upon compensation for all hours worked in excess of eight (8) hours
13 per day at not less than one and a half (1 1/2) times the basic rate of pay.
14

15
16 2.52 WAGE RATES

- 17
18 A. All projects under this Contract shall be subject to compliance monitoring and
19 enforcement by the Department of Industrial Relations (DIR), including the
20 obligation to submit certified payroll records directly to the DIR Compliance
21 Monitoring Unit (CMU) at least monthly using the CMU's eCPR system.
22 Detailed information may be obtained on the State of California's Department
23 of Industrial Relations website, www.dir.ca.gov/dlse/cmu/CMU.
24

25 The Contractor shall also submit certified payroll records of the Contractor,
26 Subcontractors and all Sub-subcontractors of any tier to the Inspector of
27 Record at least monthly.
28

- 29 B. Contractor shall, and shall cause each of its Subcontractors (as defined in
30 Labor Code section 1722.1) to provide written proof that they are currently
31 registered with the California Department of Industrial Relations at the time of
32 bid submittal, and have paid the applicable annual fee and are thereby qualified
33 to submit a bid and to perform public work pursuant to Labor Code section
34 1725.5, prior to award of this Contract or any subcontract hereunder. No bid
35 shall be accepted, nor shall this Contract or any subcontract hereunder, be
36 entered into without such proof.
37

- 38 C. Pursuant to Section 1770-1780 of the Labor Code of the State of California,
39 the Director of the Department of Industrial Relations has determined the
40 general prevailing rates of wages and rates for legal holidays and overtime in
41 the locality in which this work is to be performed, which under Labor Code
42 Section 1773.1 are deemed to include employer payments for health and
43 welfare, pension, vacation, travel time and subsistence pay, and
44 apprenticeship or other authorized training programs, for each craft or type of
45 worker or mechanic needed to perform this contract. Said wage rates are
46 available only at the Fresno County Department of Public Works and Planning,
47 Design Division, and will be made available to any interested person upon
48 request. Minimum wage rates for this Project, as predetermined by the
49 Secretary of Labor, are set forth in the Special Provisions. If there is a
50 difference between the minimum wage rates predetermined by the Secretary
51 of Labor and the Prevailing Wage Rates predetermined by the Director of the

1 Department of Industrial Relations of the State of California for similar
2 classifications of labor, the contractor and his subcontractors shall pay not less
3 than the higher wage rate.
4

5 D. It shall be mandatory upon the Contractor to whom the Contract is awarded,
6 and upon any Subcontractor under him/her to pay not less than the said
7 specified rates to all laborers, workers, and mechanics employed by them in
8 the execution of the Contract, and to pay all laborers, workers and mechanics
9 not less often than once weekly. The Contractor to whom the Contract is
10 awarded shall post a copy of the determination of prevailing wages at the job
11 site. The Contractor shall require all Subcontractors to comply with Sections
12 1770-1780 of the Labor Code of the State of California and shall insert into
13 every subcontract the requirements contained therein.
14

15 E. The Contractor shall comply with Labor Code Section 1775. In accordance
16 with said Section 1775, it is hereby further agreed that the Contractor shall
17 forfeit to the Owner, as a penalty, fifty dollars (\$50.00) for each laborer, worker,
18 or mechanic employed for each calendar day or portion thereof, who is paid
19 less than the said stipulated rates for any work done under the Contract, by
20 him/her or by any Subcontractor under him/her. The difference between said
21 stipulated rates and the amount paid to each worker for each calendar day or
22 portion thereof for which each worker was paid less than said stipulated rate
23 shall be paid to each worker by the Contractor. The Contractor, and each
24 Subcontractor, shall keep or cause to be kept an accurate record showing the
25 name, address, social security number, work classification, straight time and
26 overtime hours worked each day and week, and the actual per diem wages
27 paid to each journeyman, apprentice, worker or other employee employed by
28 him/her or her in connection with the public work. The records shall be open
29 at all reasonable hours to the inspection of the Owner, to its officers and
30 agents, and to the Division of Labor Law Enforcement of the State Department
31 of Industrial Relations, its deputies and agents, or as otherwise provided by
32 applicable law (including but not limited to Labor Code 1776).
33

34 F. In case it becomes necessary for the Contractor or any Subcontractor to
35 employ on the Work under this Contract any person in a trade or occupation
36 (except executive, supervisory, administrative, clerical or other non-manual
37 workers as such) for which no minimum wage rate is specified, the Contractor
38 shall immediately notify the Owner who shall promptly thereafter determine the
39 prevailing rate for such additional trade or occupation from the time of the initial
40 employment of the person affected and during the continuance of such
41 employment.
42

43
44 2.53 APPLICATION OF HIGHEST STANDARDS AND REQUIREMENTS

45
46 Whenever two (2) or more standards or requirements appear in these General
47 Conditions or in any other part of the Contract Documents that form the Contract, the
48 highest standard or requirement shall be applied and followed in the performance
49 under this Contract.
50
51

1 2.54 NONDISCRIMINATION IN EMPLOYMENT

2
3 Contractor shall comply with all Federal and State Laws prohibiting discrimination in
4 employment, including the following:

- 5
6 A. California Fair Labor Code Section 1735, which prohibits discrimination in
7 employment on any basis listed in subdivision (a) of Section 12940 of the
8 Government Code, as those bases are defined in Sections 12926 and 12926.1
9 of the Government Code, except as otherwise provided in Section 12940 of
10 the Government Code, and applies to all employers, employment agencies and
11 labor organizations.
12
13 B. Title VII of the Federal 1964 Civil Rights Act (42 U.S.C. Section
14 2000e - 2000e - 17) which prohibits employment discrimination on the basis
15 of race, color, sex, religion, or national origin, and applies to all employers that
16 employ at least fifteen (15) workers during each working day in each of twenty
17 (20) or more calendar weeks in the current or preceding year.
18
19 C. In addition to these two (2) laws of general application, there are other Federal
20 and State laws that prohibit employment discrimination in particular cases.
21
22 D. The Owner is an Affirmative Action Employer and expects all of its contractors
23 and suppliers to familiarize themselves with, and comply with, all applicable
24 laws relating to employment discrimination.
25
26 E. To the extent required by law, the Contractor shall meet all requirements of law
27 relating to the participation of minority, women, and disabled veteran business
28 enterprise contracting goals, and shall comply with Public Contract Code
29 10115 et seq. and all applicable regulations. Contractor further agrees that,
30 when required, Contractor shall ensure compliance by all Subcontractors and
31 shall complete all forms required by all agencies exercising jurisdiction over
32 the project.
33

34
35 2.55 APPRENTICES

- 36
37 A. Pursuant to Sections 1770-1780 of the Labor Code of the State of California,
38 the Director of the Department of Industrial Relations has determined the
39 general prevailing rate of wages in the locality for each craft or type of worker
40 needed to execute the work. Said wage rates pursuant to Section 1773.2 of
41 the Labor Code are on file with the Clerk to the Fresno County Board of
42 Supervisors, and will be made available to any interested person on request.
43 A copy of this wage scale may also be obtained at the following Web Site:
44 *www.dir.ca.gov/dlsr*.
45
46 B. Pursuant to Section 1775 of the Labor Code of the State of California, nothing
47 in this Article shall prevent the employment of properly registered apprentices
48 upon public works. Every such apprentice shall be paid the standard wage paid
49 to apprentices under the regulations of the craft or trade at which he/she is
50 employed, and shall be employed only at the work of the craft or trade to which
51 he/she is registered.

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- C. Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

- D. Fresno County is committed to increasing the availability of employment and training opportunities, with particular attention to the plight of those who are most economically disadvantaged. In an effort to advance that purpose, the County will require that the Contractor and each subcontractor employed on this Project shall use their best efforts to ensure that thirty-three percent (33%) of apprentice hours, as determined by California Labor Code Section 1777.5 for each contractor and subcontractor of any tier on this Project, are performed by qualified participants in state approved apprenticeship programs who also are current or former "Welfare-to-Work" participants in the CalWORKs program. Provided, that nothing contained in this Paragraph D shall be interpreted to relieve or in any way diminish the obligation of the Contractor and each subcontractor to comply fully with all applicable apprenticeship laws in accordance with the California Labor Code and the California Code of Regulations; and accordingly such requirements as are contractually imposed by this Paragraph D shall be in addition to such legally mandated requirements, and applicable only to the extent fully consistent therewith.

- E. Incentives whereby the Contractor or Subcontractor receives partial reimbursement for the wages paid to apprentices who qualify may be available. The incentive program is administered by the County of Fresno, Department of Social Services. For questions regarding the incentive program, contact the Department of Social Services at (559) 230-4008.

2.56 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted, and this contract shall be read and enforced as though it were included, and if through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party the contract shall be amended to make the insertion or correction.

2.57 DRUG FREE WORKPLACE CERTIFICATION

- A. The Contractor shall comply with Government Code Section 8355 in matters relating to providing a drug-free workplace.

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

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- C. The Contractor shall establish a Drug-Free Awareness Program as required by Government Code 8355(b), to inform employees about all of the following:
 - 1. The dangers of drug abuse in the workplace,
 - 2. The Contractor's policy for maintaining a drug-free workplace,
 - 3. Any available counseling, rehabilitation and employee assistance programs,
 - 4. Penalties that may be imposed upon employees for drug abuse violations.

- D. Provide as required by Government Code 8355(c), that everyone who provides work under the Agreement.
 - 1. Will receive a copy of the company's drug-free policy statement, and
 - 2. Will agree to abide by the terms of the Contractor's statement as a condition of employment on the contract.

2.58 BUILDING PERMIT AND OTHER PERMITS

The Building permit shall be obtained and paid for by the Owner. All other required permits are the responsibility of the Contractor to obtain. Fees for all other required permits shall be reimbursed to the Contractor at actual cost when the County is presented with a valid receipt.

2.59 CODES AND REGULATIONS

All work, materials and equipment shall be in full compliance with the California Building Code; California Plumbing Code; California Electrical Code; California Mechanical Code; California Fire Code; California Energy Code; as those codes may be amended from time to time; Cal/OSHA Safety Regulations; all Federal, State and Local laws, ordinances, regulations and Fresno County Charter provisions in effect and applicable in the performance of the work.

2.60 JOB ORDER CONTRACTING SOFTWARE AND LICENSE

A. Job Order Contracting Software:

The County of Fresno (County) selected The Gordian Group's (Gordian) Job Order Contracting (JOC) system for the execution of the JOC program. The Gordian JOC system includes Gordian's proprietary eGordian® and Gordian Cloud JOC Applications and Construction Task Catalog®, which shall be used by the Contractor to prepare and submit Job Order Proposals, subcontractor lists, and other requirements specified in the general conditions and as may be requested by the County. The Contractor shall be required to execute

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Gordian's JOC System License and User Agreement, and shall pay a 1% JOC System License Fee on all work awarded to the JOC contractor by the County for access to the Gordian JOC System.

END OF SECTION

1
2
3 **APPENDIX A**

4 **General Conditions Article 2.35 – Resolution of Contract Claims and Disputes**

5 The following statutory provisions are expressly incorporated by reference into Article
6 2.35, Section D. Paragraph 5 of the General Conditions.

7
8 **California Public Contract Code Section 9204**

9
10 (a) The Legislature finds and declares that it is in the best interests of the state and its
11 citizens to ensure that all construction business performed on a public works project in
12 the state that is complete and not in dispute is paid in full and in a timely manner.

13
14 (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing
15 with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section
16 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part
17 3, this section shall apply to any claim by a contractor in connection with a public works
18 project.

19
20 (c) For purposes of this section:

21
22 (1) "Claim" means a separate demand by a contractor sent by registered mail or
23 certified mail with return receipt requested, for one or more of the following:

24 (A) A time extension, including, without limitation, for relief from damages
25 or penalties for delay assessed by a public entity under a contract for a public
26 works project.

27 (B) Payment by the public entity of money or damages arising from work
28 done by, or on behalf of, the contractor pursuant to the contract for a public
29 works project and payment for which is not otherwise expressly provided or to
30 which the claimant is not otherwise entitled.

31 (C) Payment of an amount that is disputed by the public entity.

32
33 (2) "Contractor" means any type of contractor within the meaning of Chapter 9
34 (commencing with Section 7000) of Division 3 of the Business and Professions Code
35 who has entered into a direct contract with a public entity for a public works project.

36
37 (3)(A) "Public entity" means, without limitation, except as provided in
38 subparagraph (B), a state agency, department, office, division, bureau, board, or
39 commission, the California State University, the University of California, a city, including
40 a charter city, county, including a charter county, city and county, including a charter city
41 and county, district, special district, public authority, political subdivision, public
42 corporation, or nonprofit transit corporation wholly owned by a public agency and formed
43 to carry out the purposes of the public agency.

44 (B) "Public entity" shall not include the following:

45 (i) The Department of Water Resources as to any project under the
46 jurisdiction of that department.

47 (ii) The Department of Transportation as to any project under the
48 jurisdiction of that department.

49 (iii) The Department of Parks and Recreation as to any project under the
50 jurisdiction of that department.

1 (iv) The Department of Corrections and Rehabilitation with respect to any
2 project under its jurisdiction pursuant to Chapter 11 (commencing with Section
3 7000) of Title 7 of Part 3 of the Penal Code.

4 (v) The Military Department as to any project under the jurisdiction of that
5 department.

6 (vi) The Department of General Services as to all other projects.

7 (vii) The High-Speed Rail Authority.
8

9 (4) "Public works project" means the erection, construction, alteration, repair, or
10 improvement of any public structure, building, road, or other public improvement of any
11 kind.

12 (5) "Subcontractor" means any type of contractor within the meaning of Chapter 9
13 (commencing with Section 7000) of Division 3 of the Business and Professions Code
14 who either is in direct contract with a contractor or is a lower tier subcontractor.
15

16 (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the
17 claim applies shall conduct a reasonable review of the claim and, within a period not to
18 exceed 45 days, shall provide the claimant a written statement identifying what portion of
19 the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public
20 entity and a contractor may, by mutual agreement, extend the time period provided in
21 this subdivision.

22 (B) The claimant shall furnish reasonable documentation to support the claim.

23 (C) If the public entity needs approval from its governing body to provide the
24 claimant a written statement identifying the disputed portion and the undisputed portion
25 of the claim, and the governing body does not meet within the 45 days or within the
26 mutually agreed to extension of time following receipt of a claim sent by registered mail
27 or certified mail, return receipt requested, the public entity shall have up to three days
28 following the next duly publicly noticed meeting of the governing body after the 45-day
29 period, or extension, expires to provide the claimant a written statement identifying the
30 disputed portion and the undisputed portion.

31 (D) Any payment due on an undisputed portion of the claim shall be processed
32 and made within 60 days after the public entity issues its written statement. If the public
33 entity fails to issue a written statement, paragraph (3) shall apply.
34

35 (2) (A) If the claimant disputes the public entity's written response, or if the public
36 entity fails to respond to a claim issued pursuant to this section within the time
37 prescribed, the claimant may demand in writing an informal conference to meet and
38 confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent
39 by registered mail or certified mail, return receipt requested, the public entity shall
40 schedule a meet and confer conference within 30 days for settlement of the dispute.

41 (B) Within 10 business days following the conclusion of the meet and confer
42 conference, if the claim or any portion of the claim remains in dispute, the public entity
43 shall provide the claimant a written statement identifying the portion of the claim that
44 remains in dispute and the portion that is undisputed. Any payment due on an
45 undisputed portion of the claim shall be processed and made within 60 days after the
46 public entity issues its written statement. Any disputed portion of the claim, as identified
47 by the contractor in writing, shall be submitted to nonbinding mediation, with the public
48 entity and the claimant sharing the associated costs equally. The public entity and
49 claimant shall mutually agree to a mediator within 10 business days after the disputed
50 portion of the claim has been identified in writing. If the parties cannot agree upon a

1 mediator, each party shall select a mediator and those mediators shall select a qualified
2 neutral third party to mediate with regard to the disputed portion of the claim. Each party
3 shall bear the fees and costs charged by its respective mediator in connection with the
4 selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim
5 remaining in dispute shall be subject to applicable procedures outside this section.

6 (C) For purposes of this section, mediation includes any nonbinding process,
7 including, but not limited to, neutral evaluation or a dispute review board, in which an
8 independent third party or board assists the parties in dispute resolution through
9 negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the
10 timeframes in this section.

11 (D) Unless otherwise agreed to by the public entity and the contractor in
12 writing, the mediation conducted pursuant to this section shall excuse any further
13 obligation under Section 20104.4 to mediate after litigation has been commenced.

14 (E) This section does not preclude a public entity from requiring arbitration of
15 disputes under private arbitration or the Public Works Contract Arbitration Program, if
16 mediation under this section does not resolve the parties' dispute.

17
18 (3) Failure by the public entity to respond to a claim from a contractor within the
19 time periods described in this subdivision or to otherwise meet the time requirements of
20 this section shall result in the claim being deemed rejected in its entirety. A claim that is
21 denied by reason of the public entity's failure to have responded to a claim, or its failure
22 to otherwise meet the time requirements of this section, shall not constitute an adverse
23 finding with regard to the merits of the claim or the responsibility or qualifications of the
24 claimant.

25
26 (4) Amounts not paid in a timely manner as required by this section shall bear
27 interest at 7 percent per annum.

28
29 (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a
30 claim against a public entity because privity of contract does not exist, the contractor
31 may present to the public entity a claim on behalf of a subcontractor or lower tier
32 subcontractor. A subcontractor may request in writing, either on his or her own behalf or
33 on behalf of a lower tier subcontractor, that the contractor present a claim for work which
34 was performed by the subcontractor or by a lower tier subcontractor on behalf of the
35 subcontractor. The subcontractor requesting that the claim be presented to the public
36 entity shall furnish reasonable documentation to support the claim. Within 45 days of
37 receipt of this written request, the contractor shall notify the subcontractor in writing as to
38 whether the contractor presented the claim to the public entity and, if the original
39 contractor did not present the claim, provide the subcontractor with a statement of the
40 reasons for not having done so.

41
42 (e) The text of this section or a summary of it shall be set forth in the plans or
43 specifications for any public works project that may give rise to a claim under this
44 section.

45
46 (f) A waiver of the rights granted by this section is void and contrary to public policy,
47 provided, however, that (1) upon receipt of a claim, the parties may mutually agree to
48 waive, in writing, mediation and proceed directly to the commencement of a civil action
49 or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable
50 change order, claim, and dispute resolution procedures and requirements in addition to

1 the provisions of this section, so long as the contractual provisions do not conflict with or
2 otherwise impair the timeframes and procedures set forth in this section.

3
4 (g) This section applies to contracts entered into on or after January 1, 2017.

5
6 (h) Nothing in this section shall impose liability upon a public entity that makes loans or
7 grants available through a competitive application process, for the failure of an awardee
8 to meet its contractual obligations.

9
10 (i) This section shall remain in effect only until January 1, 2020, and as of that date is
11 repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes
12 or extends that date.

13 14 15 **California Public Contract Code Sections 20104 – 20104.6**

16 17 **Section 20104**

18 (a)(1) This article applies to all public works claims of three hundred seventy-five
19 thousand dollars (\$375,000) or less which arise between a contractor and a local
20 agency.

21 (2) This article shall not apply to any claims resulting from a contract between a
22 contractor and a public agency when the public agency has elected to resolve any
23 disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

24 (b)(1) "Public work" means "public works contract" as defined in Section 1101 but does
25 not include any work or improvement contracted for by the state or the Regents of the
26 University of California.

27 (2) "Claim" means a separate demand by the contractor for (A) a time extension, (B)
28 payment of money or damages arising from work done by, or on behalf of, the contractor
29 pursuant to the contract for a public work and payment of which is not otherwise
30 expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the
31 payment of which is disputed by the local agency.

32 (c) The provisions of this article or a summary thereof shall be set forth in the plans or
33 specifications for any work which may give rise to a claim under this article.

34 (d) This article applies only to contracts entered into on or after January 1, 1991.

35 36 **Section 20104.2**

37 For any claim subject to this article, the following requirements apply:

38 (a) The claim shall be in writing and include the documents necessary to substantiate
39 the claim. Claims must be filed on or before the date of final payment. Nothing in this
40 subdivision is intended to extend the time limit or supersede notice requirements
41 otherwise provided by contract for the filing of claims.

42 (b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall
43 respond in writing to any written claim within 45 days of receipt of the claim, or may
44 request, in writing, within 30 days of receipt of the claim, any additional documentation

1 supporting the claim or relating to defenses to the claim the local agency may have
2 against the claimant.

3 (2) If additional information is thereafter required, it shall be requested and provided
4 pursuant to this subdivision, upon mutual agreement of the local agency and the
5 claimant.

6 (3) The local agency's written response to the claim, as further documented, shall be
7 submitted to the claimant within 15 days after receipt of the further documentation or
8 within a period of time no greater than that taken by the claimant in producing the
9 additional information, whichever is greater.

10 (c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three
11 hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in
12 writing to all written claims within 60 days of receipt of the claim, or may request, in
13 writing, within 30 days of receipt of the claim, any additional documentation supporting
14 the claim or relating to defenses to the claim the local agency may have against the
15 claimant.

16 (2) If additional information is thereafter required, it shall be requested and provided
17 pursuant to this subdivision, upon mutual agreement of the local agency and the
18 claimant.

19 (3) The local agency's written response to the claim, as further documented, shall be
20 submitted to the claimant within 30 days after receipt of the further documentation, or
21 within a period of time no greater than that taken by the claimant in producing the
22 additional information or requested documentation, whichever is greater.

23 (d) If the claimant disputes the local agency's written response, or the local agency fails
24 to respond within the time prescribed, the claimant may so notify the local agency, in
25 writing, either within 15 days of receipt of the local agency's response or within 15 days
26 of the local agency's failure to respond within the time prescribed, respectively, and
27 demand an informal conference to meet and confer for settlement of the issues in
28 dispute. Upon a demand, the local agency shall schedule a meet and confer conference
29 within 30 days for settlement of the dispute.

30 (e) Following the meet and confer conference, if the claim or any portion remains in
31 dispute, the claimant may file a claim as provided in Chapter 1 (commencing with
32 Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of
33 Title 1 of the Government Code. For purposes of those provisions, the running of the
34 period of time within which a claim must be filed shall be tolled from the time the
35 claimant submits his or her written claim pursuant to subdivision (a) until the time that
36 claim is denied as a result of the meet and confer process, including any period of time
37 utilized by the meet and confer process.

38 (f) This article does not apply to tort claims and nothing in this article is intended nor
39 shall be construed to change the time periods for filing tort claims or actions specified by
40 Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section
41 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

42 **Section 20104.4**

43 The following procedures are established for all civil actions filed to resolve claims
44 subject to this article:

1 (a) Within 60 days, but no earlier than 30 days, following the filing or responsive
2 pleadings, the court shall submit the matter to nonbinding mediation unless waived by
3 mutual stipulation of both parties. The mediation process shall provide for the selection
4 within 15 days by both parties of a disinterested third person as mediator, shall be
5 commenced within 30 days of the submittal, and shall be concluded within 15 days from
6 the commencement of the mediation unless a time requirement is extended upon a good
7 cause showing to the court or by stipulation of both parties. If the parties fail to select a
8 mediator within the 15-day period, any party may petition the court to appoint the
9 mediator.

10 (b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration
11 pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the
12 Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil
13 Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil
14 Procedure) shall apply to any proceeding brought under this subdivision consistent with
15 the rules pertaining to judicial arbitration.

16 (2) Notwithstanding any other provision of law, upon stipulation of the parties,
17 arbitrators appointed for purposes of this article shall be experienced in construction law,
18 and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary
19 and reasonable hourly rates of pay not to exceed their customary rate, and such fees
20 and expenses shall be paid equally by the parties, except in the case of arbitration
21 where the arbitrator, for good cause, determines a different division. In no event shall
22 these fees or expenses be paid by state or county funds.

23 (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part
24 3 of the Code of Civil Procedure, any party who after receiving an arbitration award
25 requests a trial de novo but does not obtain a more favorable judgment shall, in addition
26 to payment of costs and fees under that chapter, pay the attorney's fees of the other
27 party arising out of the trial de novo.

28 (c) The court may, upon request by any party, order any witnesses to participate in the
29 mediation or arbitration process.

30 **Section 20104.6**

31 (a) No local agency shall fail to pay money as to any portion of a claim which is
32 undisputed except as otherwise provided in the contract.

33 (b) In any suit filed under Section 20104.4, the local agency shall pay interest at the
34 legal rate on any arbitration award or judgment. The interest shall begin to accrue on the
35 date the suit is filed in a court of law.

36

37

38

39

END OF SECTION

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Exhibit A

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a corporation's board of directors of the Consultant, must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit A

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	

Contract No.: #19-J-01
19-J-02
19-J-03

Self-Dealing Transaction
Disclosure Form
Exhibit A-2

JOB ORDER CONTRACTS

Durham
#2

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PROPOSAL TO THE BOARD OF SUPERVISORS
COUNTY OF FRESNO

Contract: **Job Order Contract – ‘B’ License**

Contract No.: #19-J-01
 19-J-02
 19-J-03

Various Funding Orgs.

In case of a discrepancy between words and figures, the words shall prevail.

If this proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Awarding Authority, within ten (10) days after the award of the contract, the Awarding Authority, at its option, may determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner.

The undersigned, as bidder, declares that all addenda issued with respect to this bid have been received and incorporated into this Proposal. The bidder’s signature on this Proposal also constitutes acknowledgement of all addenda.

The undersigned, as bidder, declares that the only persons, or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the Construction Task Catalog®, Technical Specifications and Contracting Requirements and he proposes and agrees if this proposal is accepted, that he will contract with the County of Fresno to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and according to the requirements of the Owner as therein set forth.

The Contractor shall perform all Work required called for in the Detailed Scope of Work of each individual Work Order issued under this Contract using the Construction Task Catalog® and Technical Specifications incorporated herein. Contractor shall perform any or all functions called for in the Contract Documents as specified in individual Work Orders against this Contract for the Unit Prices specified in the Construction Task Catalog® (CTC) and Non Pre-priced work multiplied by the following Adjustment Factors.

The Bidder shall set forth Adjustment Factors in clearly legible figures in the respective space provided below. **See example below the Proposal forms within this Section.** Failure to submit Adjustment Factors for all categories will result in the Proposal being deemed non-responsive.

The Other Than Normal Working Hours Adjustment Factors SHALL be EQUAL to or GREATER THAN the corresponding Normal Working Hours Adjustment Factors.

Contract No. #19-J-01
 19-J-02
 19-J-03

Proposal
00 42 13-1

JOB ORDER CONTRACTS

1 **BIDDER:** Durham Construction Company, Inc.
2
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4 **1. County/State-funded Projects – Normal Working Hours (7:00am to 5:00pm**
5 **Monday through Friday)**

6 zero point nine two zero zero

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9	2	0	0
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7 (Written in Words) (Specify to four (4) decimal places)

10
11 **2. County/State-funded Projects – Other Than Normal Working Hours (5:00pm to**
12 **7:00am Monday through Friday, and all day**
13 **Saturday, Sunday, and Holidays)**

14 zero point nine two zero zero

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9	2	0	0
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15 (Written in Words) (Specify to four (4) decimal places)

18
19 **3. Federally-funded Projects – Normal Working Hours (7:00am to 5:00pm Monday**
20 **through Friday)**

21 zero point seven zero zero zero

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7	0	0	0
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22 (Written in Words) (Specify to four (4) decimal places)

23
24 **4. Federally-funded Projects – Other Than Normal Working Hours (5:00pm to**
25 **7:00am Monday through Friday, and all day**
26 **Saturday, Sunday, and Holidays)**

27 zero point seven zero zero zero

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7	0	0	0
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28 (Written in Words) (Specify to four (4) decimal places)

29
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31 **5. County/State-funded Projects in Secure Facilities – Normal Working Hours**
32 **(7:00am to 5:00pm Monday through Friday)**

33
34 one point one zero zero zero

1

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1	0	0	0
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35 (Written in Words) (Specify to four (4) decimal places)

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38 **6. County/State-funded Projects in Secure Facilities – Other Than Normal**
39 **Working Hours (5:00pm to 7:00am Monday through Friday, and all day**
40 **Saturday, Sunday, and Holidays)**

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42 one point one zero zero zero

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1	0	0	0
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43 (Written in Words) (Specify to four (4) decimal places)

Acknowledgement of Addendum:			
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____

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Award Criteria Figure

Instructions To Bidder: Specify lines 1 through 13 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Line 1.	County/State-funded Projects – Normal Working Hours	1.	.9200	
Line 2.	Multiply Line 1 by 50%			2. .4600
Line 3.	County/State-funded Projects – Other Than Normal Working Hours	3.	.9200	
Line 4.	Multiply Line 3 by 15%			4. .1380
Line 5.	Federally-funded Projects – Normal Working Hours	5.	.7000	
Line 6.	Multiply Line 5 by 5%			6. .035
Line 7.	Federally-funded Projects – Other Than Normal Working Hours	7.	.7000	
Line 8.	Multiply Line 7 by 5%			8. .035
Line 9.	County/State-funded Projects in Secure Facilities – Normal Working Hours	9.	1.100	
Line 10.	Multiply Line 9 by 15%			10. 0.1650
Line 11.	County/State-funded Projects in Secure Facilities – Other Than Normal Working Hours	11.	1.100	
Line 12.	Multiply Line 11 by 10%			12. 0.1100
Line 13.	Add Lines 2, 4, 6, 8, 10 and 12 This is the Award Criteria Figure:			13. .9430 ✓

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1 Transfer the number on Line 13 to the space provided below constituting the
2 Bidder's Award Criteria Figure. Transfer the number and write the words.
3

4 **Award Criteria Figure**

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8 zero point nine four three

9 (Written in Words)

0

zero

9 4 3 0

(Specify to four (4) decimal places)

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11
12 The weights in lines 2, 4, 6, 8, 10, and 12 above are for the purpose of calculating
13 the Award Criteria Figure only. No assurances are made by the Owner that Work
14 will be ordered under the Contract in a distribution consistent with the weighted
15 percentages above. The Award Criteria Figure is only used for the purpose of
16 determining the lowest Bidder. When submitting Work Order Price Proposals
17 related to specific Work Orders, the Contractor shall utilize one or more of the
18 Adjustment Factors applicable to the Work being performed provided in items in 1,
19 3, 5, 7, 9, and 11 on the Schedule of Adjustment Factors above, as applicable.
20

21 **The Owner Reserves The Right To Revise All Arithmetic Errors In the**
22 **Calculation of the Award Criteria Figure For Correctness.**

23
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25 **END OF PROPOSAL FORM**
26
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32 **END OF SECTION**
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BID SECURITY FORM

CONTRACT: JOB ORDER CONTRACTS

CONTRACT: #19-J-01, 19-J-02, 19-J-03, Class B

Accompanying this proposal is security (check one only) in amount equal to \$25,000.00:

Bid Bond (X); Certified Check (); Cashier's Check (); Cash (\$_____)

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

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

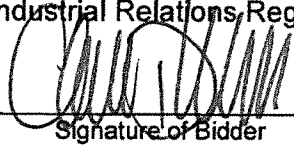
FIRM NAME Durham Construction Company, Inc.

Chris Durham, President, Secretary, Treasurer, Manager, Holder of all corporate offices

Licensed in accordance with an act providing for the registration of Contractors,

^{A,B,C21,C39,C-8,C16}
Class _____ License No. 765896 Expires July 31, 2019

Department of Industrial Relations, Registration No: 1000002869



Signature of Bidder

July 11, 2019

Dated

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

BUSINESS ADDRESS: 1025 Holland Avenue, Clovis, CA 93612
Zip Code

MAILING ADDRESS: 1025 Holland Avenue, Clovis, CA 93612
Zip Code

BUSINESS PHONE: (559) 294-9500 **FAX NUMBER:** (559) 294-9200

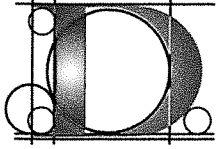
EMAIL: chris@durham-construction.com

END OF SECTION

Contract No.: #19-J-01
19-J-02
19-J-03

Bid Security Form
00 43 13-1

JOB ORDER CONTRACTS



Durham Construction Company, Inc.

1025 Holland Ave.

Clovis, CA 93612

Phone (559) 294-9500

FAX (559) 294-9200

www.durham-construction.com

EVIDENCE OF AUTHORITY TO BIND CORPORATION

Durham Construction Company, Inc., a California Corporation #C1938575, certifies that Chris Durham, 10432 Princeton Ave., Sanger, CA 93657, is the holder of all corporate offices, President, Secretary, and Chief Financial Officer, and is the sole director of the corporation. Chris Durham is the holder of all issued and outstanding stock and has full authority to bind the corporation and or act as its agent.

Certification Dated: July 11, 2019

Signature:

A handwritten signature in black ink, appearing to read 'Chris Durham', is written over a circular stamp or seal. The signature is cursive and somewhat stylized.

Name: Chris Durham

Title: President

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Durham Construction Company Inc
1025 Holland Ave Clovis, CA 93611 (full name and address or legal title of Principal)
as Principal, hereinafter called the Principal, and North American Specialty Insurance Company
(select Surety)
a corporation duly organized under the laws of the state of NH as Surety, hereafter called the Surety, are
(select state)
held and firmly bound unto County of Fresno 2220 Tulare Street
Fresno, CA 93721 (full name and address or legal title of Obligee)
as Obligee, hereinafter called the Obligee, in the sum of Twenty Five Thousand Dollars and 00/100 Dollars (\$ \$25,000)
for the payment of which the Principal and the Surety bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to the Obligee a bid for JOC Contract # 19-J-01, Class B
(full name, address and description of project)

NOW, THEREFORE, the condition of this obligation is such that if the Obligee shall accept the bid of the Principal, and the Principal either 1) shall enter into a contract with the Obligee in accordance with the terms of such bid and gives such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety, or 2) shall pay to the Obligee the difference, not to exceed the amount of this bond, between the amount specified in said bid and such larger amount for which Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Obligee and Principal to extend the time in which the Obligee may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Obligee and Principal shall obtain the Surety's consent for an extension beyond sixty (60) days.

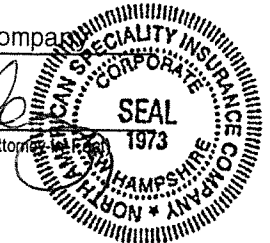
When this bond has been furnished to comply with a statutory or other legal requirement in the location of the project, any provision in this bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of July 2019

BY _____
(Witness)

Durham Construction Company Inc
(Principal)
By: [Signature]
Name/Title:

BY _____
(Witness)

North American Specialty Insurance Company
(Surety)
By: [Signature]
Name: Bonnie Gonzalez (Attorney in Fact)


CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

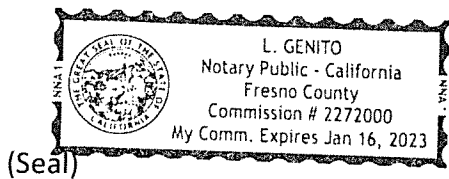
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of Fresno)

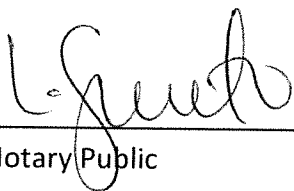
On July 9, 2019, before me, L. Genito, Notary Public, personally appeared Bonnie Gonzalez, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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.



(Seal)

Signature: 
L. Genito, Notary Public

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint: Bonnie Gonzalez

Principal: Durham Construction Company Inc
Obligee: County of Fresno
Bond Description: JOC Contract # 19-J-01, Class B

Bond Number: Bid Bond
Bond Amount: See Bond Form

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the 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 binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of February, 2019.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 1st day of February, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 9th day of July, 2019.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Durham Construction Company Inc
1025 Holland Ave Clovis, CA 93611 (full name and address or legal title of Principal)
as Principal, hereinafter called the Principal, and North American Specialty Insurance Company
(select Surety)
a corporation duly organized under the laws of the state of NH as Surety, hereafter called the Surety, are
(select state)
held and firmly bound unto County of Fresno 2220 Tulare Street
Fresno, CA 93721 (full name and address or legal title of Obligee)
as Obligee, hereinafter called the Obligee, in the sum of Twenty Five Thousand Dollars and 00/100 Dollars (\$ \$25,000)
for the payment of which the Principal and the Surety bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

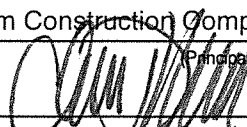
WHEREAS, the Principal has submitted to the Obligee a bid for JOC Contract # 19-J-02, Class B
(full name, address and description of project)

NOW, THEREFORE, the condition of this obligation is such that if the Obligee shall accept the bid of the Principal, and the Principal either 1) shall enter into a contract with the Obligee in accordance with the terms of such bid and gives such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety, or 2) shall pay to the Obligee the difference, not to exceed the amount of this bond, between the amount specified in said bid and such larger amount for which Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Obligee and Principal to extend the time in which the Obligee may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Obligee and Principal shall obtain the Surety's consent for an extension beyond sixty (60) days.

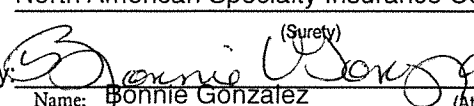
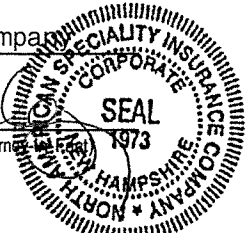
When this bond has been furnished to comply with a statutory or other legal requirement in the location of the project, any provision in this bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of July 2019

BY _____
(Witness)

Durham Construction Company Inc
(Principal)
By: 
Name/Title: _____

BY _____
(Witness)

North American Specialty Insurance Company
(Surety)
By: 
Name: Bonnie Gonzalez (Attorney in Fact)


CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

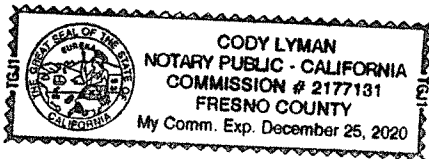
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of Fresno)

On July 9, 2019 before me, Cody Lyman, Notary Public, personally appeared Bonnie Gonzalez, 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.



(Seal)

Signature: [Handwritten Signature]
Cody Lyman, Notary Public

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint: Bonnie Gonzalez

Principal: Durham Construction Company Inc
Obligee: County of Fresno
Bond Description: JOC Contract # 19-J-02, Class B

Bond Number: Bid Bond
Bond Amount: See Bond Form

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the 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 binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of February, 2019.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 1st day of February, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 9th day of July, 2019.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Durham Construction Company Inc
1025 Holland Ave Clovis, CA 93611 (full name and address or legal title of Principal)
as Principal, hereinafter called the Principal, and North American Specialty Insurance Company
(select Surety)
a corporation duly organized under the laws of the state of NH as Surety, hereafter called the Surety, are
(select state)
held and firmly bound unto County of Fresno 2220 Tulare Street
Fresno, CA 93721 (full name and address or legal title of Obligee)
as Obligee, hereinafter called the Obligee, in the sum of Twenty Five Thousand Dollars and 00/100 Dollars (\$ \$25,000)
for the payment of which the Principal and the Surety bind ourselves, our successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted to the Obligee a bid for JOC Contract # 19-J-03, Class B
(full name, address and description of project)

NOW, THEREFORE, the condition of this obligation is such that if the Obligee shall accept the bid of the Principal, and the Principal either 1) shall enter into a contract with the Obligee in accordance with the terms of such bid and gives such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety, or 2) shall pay to the Obligee the difference, not to exceed the amount of this bond, between the amount specified in said bid and such larger amount for which Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Obligee and Principal to extend the time in which the Obligee may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Obligee and Principal shall obtain the Surety's consent for an extension beyond sixty (60) days.

When this bond has been furnished to comply with a statutory or other legal requirement in the location of the project, any provision in this bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.


Signed and sealed this 9th day of July 2019

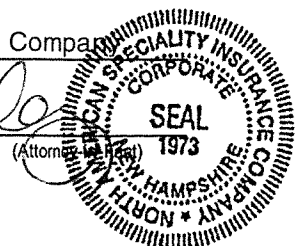
BY _____
(Witness)

Durham Construction Company Inc
(Principal)

By: 
Name/Title: _____

BY _____
(Witness)

North American Specialty Insurance Company
(Surety)
By: 
Name: Bonnie Gonzalez (Attorney in Fact)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

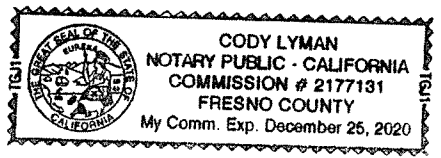
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of Fresno)

On July 9, 2019 before me, Cody Lyman, Notary Public, personally appeared Bonnie Gonzalez, 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.



(Seal)

Signature: [Handwritten Signature]
Cody Lyman, Notary Public

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint: Bonnie Gonzalez

Principal: Durham Construction Company Inc
Obligee: County of Fresno
Bond Description: JOC Contract # 19-J-03, Class B

Bond Number: Bid Bond
Bond Amount: See Bond Form

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the 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 binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of February, 2019.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 1st day of February, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 9th day of July, 2019.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

1 **CONTRACT: JOB ORDER CONTRACTS**
2
3 **CONTRACT: 19-J-01, 19-J-02, 19-J-03, Class B**

4
5 To the Board of Supervisors, County of Fresno:

6
7 **NONCOLLUSION AFFIDAVIT**

8
9 **TO BE EXECUTED BY BIDDER AND SUBMITTED WITH EACH BID ***


10
11
12 Chris Durham
13 (Printed or Typed Name)

14
15 being first duly sworn, deposes and says that he or she is

16
17 President
18 (Owner, Partner, Corporate Officer (list title), Co-Venturer)

19
20 of Durham Construction Company, Inc.
21 (Bidding Entity)

22
23 the party making the foregoing bid that the bid is not made in the interest of, or on behalf
24 of, any undisclosed person, partnership, company, association, organization, or
25 corporation; that the bid is genuine and not collusive or sham; that the bidder has not
26 directly or indirectly induced or solicited any other bidder to put in a false or sham bid,
27 and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder
28 or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the
29 bidder has not in any manner, directly or indirectly, sought by agreement, communication,
30 or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix
31 any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to
32 secure any advantage against the public body awarding the contract of anyone interested
33 in the proposed contract; that all statements contained in the bid are true; and, further,
34 that the bidder has not, directly or indirectly, submitted his or her bid price or any
35 breakdown thereof, or the contents thereof, or divulged information or data relative
36 thereto, or paid, and will not pay, any fee to any corporation, partnership, company
37 association, thereto, or paid, and will not pay, any fee to any corporation, partnership,
38 company association, organization, bid depository, or to any member or agent thereof to
39 effectuate a collusive or sham bid.

40
41
42 
43 _____
44 (Signature)

42 July 11, 2019
43 (Dated)

44
45 (Title 23 United States Code Section 112)

46
47 (Calif Public Contract Code Section 7106; Stats.1988, c. 1548, Section 1.)

48
49 * **NOTE:** Completing, signing, and returning the Noncollusion Affidavit is a required part
50 of each Proposal. Bidders are cautioned that making a false certification may subject the
51 certifier to criminal prosecution.

52
53 **END OF SECTION**

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

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 Fresno

Subscribed and sworn to (~~or affirmed~~) before me
 on this 11th day of July, 2019,
 by Date Month Year

(1) Chris Durham
 (~~and~~ (2) _____),
 Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Brenda J. Durham
 Signature of Notary Public

Seal
 Place Notary Seal Above

OPTIONAL

Though this section is 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: _____

1
2 **CONTRACT: JOB ORDER CONTRACT**

3
4 **CONTRACT NO: #19-J-01, 19-J-02, 19-J-03, Class B**

5 (This guaranty shall be executed by the successful bidder in accordance with Section
6 2.32 of the General Conditions. The bidder may execute the guaranty on this page at
7 the time of submitting the bid.)

8 **G U A R A N T Y**

9
10 To the Owner: County of Fresno

11
12
13 The undersigned guarantees the construction and installation of the following work
14 included in this project:

15
16 **ALL WORK**

17
18 Should any of the materials or equipment prove defective or should the work as a
19 whole prove defective, due to faulty workmanship, material furnished or methods of
20 installation, or should the work or any part thereof fail to operate properly as originally
21 intended and in accordance with each individual Work Order Detailed Scope of Work
22 and specifications, due to any of the above causes, all within twelve (12) months after
23 the date on which the Work Order under this contract is accepted by the Owner, the
24 undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred
25 in restoring said work to the condition contemplated in said project, including the cost
26 of any such equipment or materials replaced and the cost of removing and replacing
27 any other work necessary to make such replacement or repairs, or, upon demand by
28 the Owner, to replace any such material and to repair said work completely without
29 cost to the Owner so that said work will function successfully as originally
30 contemplated.

31
32 The Owner shall have the unqualified option to make any needed replacement or
33 repairs itself or to have such replacements or repairs done by the undersigned. In the
34 event the Owner elects to have said work performed by the undersigned, the
35 undersigned agrees that the repairs shall be made and such materials as are
36 necessary shall be furnished and installed within a reasonable time after the receipt
37 of demand from the Owner. If the undersigned shall fail or refuse to comply with his
38 obligations under this guaranty, the Owner shall be entitled to all costs and expenses
39 reasonably incurred by reason of said failure or refusal.
40

41
42 Durham Construction Company, Inc.

43 (Company)

44
45 By:  / Chris Durham

46
47 President

48 (Title)

49
50 Date: July 11, 2019

51
52 **END OF SECTION**

Contract No.: #19-J-01
19-J-02
19-J-03

Guaranty
00 65 36-1

JOB ORDER CONTRACTS

Fresno County Department of Public Works and Planning
 Project: General Building Job Order Contract Class-B
 Contract No.: 19-J-01, 19-J-02 & 19-J-03

Bid Opening: 7/11/2019
 Scheduled Award Date: 8/6/2019

Bidders

- 1 Ardent General, Inc.
- 2 Durham Construction Co., Inc.
- 3 Exbon Development, Inc.
- 4 Puma Co. Inc.

ITEM NO.	ITEM DESCRIPTION	1		2		3		4	
		Ardent General, Inc.		Durham Construction Co., Inc.		Exbon Development, Inc.		Puma Co. Inc.	
1	County/State-funded Projects-Normal Working Hours	0.9500		0.9200		1.0000		1.2200	
2	Multiply Line 1 by 50%		0.4750		0.4600		0.5000		0.6100
3	County/Statefunded Projects-Other Than Normal Working Hours	0.9500		0.9200		1.0100		1.2500	
4	Multiply Line 3 by 15%		0.1425		0.1380		0.1515		0.1875
5	Federal-funded Projects-Normal Working Hours	0.7000		0.7000		0.8400		1.2200	
6	Multiply Line 5 by 5%		0.0350		0.0350		0.0420		0.0610
7	Federal-funded Projects-Other Than Normal Working Hours	0.7000		0.7000		0.8500		1.2500	
8	Multiply Line 7 by 5%		0.0350		0.0350		0.0425		0.0625
9	County/State-funded Projects in Secure Facilities-Normal Working Hours	0.9650		1.1000		1.0700		1.2500	
10	Multiply Line 9 by 15%		0.1448		0.1650		0.1605		0.1875
11	County/State-funded Projects in Secure Facilities-Other Than Normal Working Hours	0.9650		1.1000		1.0800		1.3000	
12	Multiply Line 11 by 10%		0.0965		0.1100		0.1080		0.1300
13	Add Lines 2, 4, 6, 8, 10, & 12. This is the Award Criteria Figure	0.9288		0.9430		1.0045		1.2385	



DURHCON-01

AFRANCO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

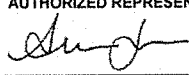
PRODUCER Fresno CSG-Alliant Insurance Services, Inc. 9 E River Park Place East Ste 310 Fresno, CA 93720	CONTACT NAME: Alison Franco
	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS: afranco@alliant.com
	INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Durham Construction Company, Inc. 1025 Holland Ave Clovis, CA 93612	INSURER A : National Fire Insurance Company of Hartford 20478
	INSURER B : Continental Insurance Company 35289
	INSURER C : State Compensation Insurance Fund of California 35076
	INSURER D : Evanston Insurance Company 35378
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		5088209311	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		5088209275	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			5094991038	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	9064382-19	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input type="checkbox"/> Professional Liabil			MKLV5ENV101723	7/1/2019	7/1/2020	Each Claim \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Job Order Contract No. 19-J-02
The County of Fresno, its officers, agents, and employees, individually and collectively are included as additional insureds per policy forms attached.
Endorsement(s) Attached:
General Liability Additional Insured including Completed Operations and Primary
Auto Additional Insured including Primary
Cancellation Provisions

CERTIFICATE HOLDER County of Fresno Department of Public Works and Planning 2220 Tulare Street, Sixth Floor Fresno, CA 93721	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Primary and Noncontributory Insurance

CNA75079XX (10-16)
Page 1 of 2

Policy No: 5088209311
Endorsement No:
Effective Date: 07/01/19

Insured Name: Durham Construction Company, Inc.



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



Cancellation / Non-Renewal – California

Wherever used in this endorsement: 1) Insurer means "we", "us", "our" or the "Company" as those terms may be defined in the policy; and 2) Named Insured means the first person or entity named on the declarations page; and 3) "Insureds" means all persons or entities afforded coverage under the policy.

Any cancellation, non-renewal or termination provisions in the policy are deleted in their entirety and replaced with the following:

CANCELLATION AND NON-RENEWAL

A. CANCELLATION

1. The Named Insured may cancel the policy at any time. To do so, the Named Insured must return the policy to the Insurer or any of its authorized representatives, indicating the effective date of cancellation; or provide a written notice to the Insurer, stating when the cancellation is to be effective.
2. If the policy has been in effect for less than sixty (60) days and is not a renewal the Insurer may cancel the policy for any reason by mailing or delivering written notice to the Named Insured, at the last mailing address known to the Insurer, and the producer of record. The notice of cancellation will be provided at least sixty (60) days prior to the effective date of cancellation except that in the case of cancellation for nonpayment of premiums the notice will be given no less than ten (10) days prior to the effective date of the cancellation.
3. If the policy has been in effect for more than sixty (60) days or if it is a renewal, effective immediately, the Insurer may not cancel the policy unless such cancellation is based on one or more of the following reasons:
 - a. Nonpayment of premium, including payment due on a prior policy issued by the Insurer and due during the current policy term covering the same risks.
 - b. A judgment by a court or an administrative tribunal that the Named Insured has violated any law of this state or of the United States having as one of its necessary elements an act which materially increases any of the risks insured against.
 - c. Discovery of fraud or material misrepresentation by either of the following:
 - (1) The Named Insured or Insured(s) or a representative of same in obtaining the insurance; or
 - (2) The Named Insured or his or her representative in pursuing a claim under the policy.
 - d. Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by the Named Insured or Insured(s) or a representative of same, which materially increase any of the risks insured against.
 - e. Failure by the Named Insured or Insured(s) or a representative of same to implement reasonable loss control requirements which were agreed to by the Named Insured as a condition of policy issuance or which were conditions precedent to the use by the Insurer of a particular rate or rating plan, if the failure materially increases any of the risks insured against.
 - f. A determination by the commissioner that the loss of, or changes in, the Insurer's reinsurance covering all or part of the risk would threaten the financial integrity or solvency of the Insurer.
 - g. A determination by the commissioner that a continuation of the policy coverage would place the Insurer in violation of the laws of this state or the state of its domicile or that the continuation of coverage would threaten the solvency of the Insurer.
 - h. A change by the Named Insured or Insured(s) or a representative of same in the activities or property of the commercial or industrial enterprise which results in a material added risk, a materially increased risk or a materially changed risk, unless the added, increased, or changed risk is included in the policy.

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Cancellation / Non-Renewal – California

A notice of cancellation will be in writing and will be delivered or mailed to the Named Insured, at the last mailing address known to the Insurer, and the producer of record at least sixty (60) days prior to the effective date of cancellation. Where cancellation is for nonpayment of premium, notice shall be given no less than ten (10) days prior to the effective date of cancellation.

4. The notice will state the actual reason for the cancellation.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. PREMIUM REFUND

If this policy is cancelled, the Insurer will send the Named Insured any premium refund due. If the Insurer cancels the refund will be pro rata. If the Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if the Insurer has not made or offered a refund.

C. NON-RENEWAL

1. The Insurer can non-renew the policy by giving written notice to the Named Insured, at the last mailing address known to the Insurer, and the producer of record at least sixty (60) days but not more than one hundred twenty (120) days before the expiration date.
2. The notice of non-renewal will state the actual reason for non-renewal.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. A notice of non-renewal will not be required in any of the following situations:
 - a. The transfer of, or renewal of, a policy without change in its terms or conditions or the rate on which the premium is based between insurers that are members of the same insurance group.
 - b. The policy has been extended for ninety (90) days or less, if the notice required has been given prior to the extension.
 - c. The Named Insured has obtained replacement coverage or has agreed, in writing, within sixty (60) days of the termination of the policy, to obtain that coverage.
 - d. The policy is for a period of no more than sixty (60) days and the Named Insured is notified at the time of issuance that it may not be renewed.
 - e. The Named Insured requests a change in the terms or conditions or risks covered by the policy within sixty (60) days prior to the end of the policy period.
 - f. The Insurer has made a written offer to the Named Insured, within the prescribed time period, to renew the policy under changed terms or conditions or at a changed premium rate, where the increase is more than 25%. As used herein, "terms or conditions" includes, but is not limited to, a reduction in limits, elimination of coverages, or an increase in deductibles.
5. In the case of conditional renewal, failure of the Named Insured to satisfy conditions provided by the Insurer for renewal, by the expiration date of the policy or sixty (60) days after mailing or delivery of such notice, whichever is later, the conditional renewal shall be treated as an effective non-renewal.



D. CONDITIONAL RENEWAL

1. If the policy has been in effect for more than sixty (60) days or if the policy is a renewal, effective immediately no increase in premium, reduction in limits, or change in the conditions of coverage shall be effective during the policy period unless based upon one of the following reasons:
 - a. Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards by the Named Insured or Insured(s) which materially increase any of the risks or hazards insured against.
 - b. Failure by the Named Insured or Insured(s) to implement reasonable loss control requirements which were agreed to by the Insured as a condition of policy issuance or which were conditions precedent to the use by the Insurer of a particular rate or rating plan, if the failure materially increases any of the risks insured against.
 - c. A determination by the commissioner that loss of or changes in an insurer's reinsurance covering all or part of the risk covered by the policy would threaten the financial integrity or solvency of the Insurer unless the change in the terms or conditions or rate upon which the premium is based is permitted.
 - d. A change by the Named Insured or Insured(s) in the activities or property of the commercial or industrial enterprise which results in a materially added risk, a materially increased risk, or a materially changed risk, unless the added, increased, or changed risk is included in the policy.
2. A written notice will be mailed or delivered to the Named Insured, at the last mailing address known to the Insurer, and the producer of record at least sixty (60) days prior to the effective date of any increase, reduction or change.
3. The notice will state the effective date of, and the reasons for, the increase, reduction or change
4. If notice is mailed, proof of mailing will be sufficient proof of notice.

E. ADDITIONAL PROVISIONS

1. If the Insurer is an associate participating insurer as established by Cal. Ins. Code Section 10089.16, solely with respect to coverage for real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit:
 - a. The Insurer shall not cancel or refuse to renew such coverage existing on the date the Insurer elected to become an associate participating insurer after an offer of earthquake coverage is accepted solely because the insured has accepted that offer of earthquake coverage; and
 - b. The Insurer shall not cancel such coverage unless the policy is properly canceled pursuant to Paragraph A above; and
 - c. The Insurer may refuse to renew a policy of residential property insurance after an offer of earthquake coverage has been accepted only if:
 - i. The policy is terminated by the Named Insured;
 - ii. The policy is refused renewal on the basis of sound underwriting principles that relate to the coverages provided by the policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;
 - iii. The Commissioner of Insurance finds that the exposure to potential losses will threaten the solvency of the Insurer or place the Insurer in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which the Insurer makes claims payments for losses resulting from an

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Cancellation / Non-Renewal – California

- earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least twenty-five percent (25%) for payment of those claims; or
- iv. The Insurer has lost or experienced a substantial reduction in the availability or scope of reinsurance coverage or a substantial increase in the premium charged for reinsurance coverage for its residential property insurance policies, and the Commissioner of Insurance has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in the Insurer's reinsurance position.
2. If this policy contains an exclusion barring coverage for the peril of corrosive soil conditions, the Insurer shall not cancel or refuse to renew the policy solely because corrosive soil conditions exist on the location.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section II – LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs 2. and 3. of the **Cancellation** Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

- (1) Nonpayment of premium; or
- (2) Discovery of fraud by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

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- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
 - (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
 - (6) A determination by the Commissioner of Insurance that the:
 - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (b) Continuation of the policy coverage would:
 - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
 - (ii) Threaten our solvency.
 - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b.** We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.
- B.** The following provision is added to the **Cancellation Common Policy Condition**:
- 7. Residential Property**
- This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:
- Commercial Property Coverage Part
 Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form
- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.
 - b. We may not cancel this policy solely because the first Named Insured has:
 - (1) Accepted an offer of earthquake coverage; or
 - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.
 - c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (**c.**) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
 - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. Subject to the provisions of Paragraphs C.2. and C.3. below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part
Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. We may elect not to renew such coverage for any reason, except as provided in b., c. and d. below.

b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

(1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

(2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

(3) We have:

(a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

(b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.

d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (d.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

(1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

(2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

3. We are not required to send notice of nonrenewal in the following situations:

a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

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- b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph C.1.
- c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

PERFORMANCE BOND

Bond#
2276898

KNOW ALL BY THESE PRESENTS, that we, Durham Construction Company Inc, as Principal, and North American Specialty Insurance Company, as Surety, are held and firmly bound unto County of Fresno, as Obligee, in the penal sum of Two Million Dollars and 00/100 Dollars (\$ 2,000,000.00) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, Principal has entered into a contract with Obligee dated _____ for General Building Job Order Contract No. 19-J-02 ("Contract"), which is incorporated herein by reference for the limited purpose of defining the scope of the Construction Work.

NOW, THEREFORE, the condition of this obligation is such that if Principal promptly and faithfully performs the Construction Work, then this obligation shall be null and void; otherwise to remain in full force and effect.

IT IS FURTHER PROVIDED, that:

1. The obligation of Surety under this bond ("Bond") shall arise only when all the following conditions have been met:
 - (A) The Obligee has fulfilled its obligations under the Contract; and
 - (B) Principal is, and Obligee has declared Principal to be, in material default under the Contract for failing to perform the Construction Work ("Principal's Default"); and
 - (C) Obligee has terminated the Contract and notified the Surety in writing of Principal's Default and such termination.
2. When all the conditions in Section 1 are met, Surety shall have a reasonable period of time to investigate and elect at its sole discretion one of the following remedies:
 - (A) Notify Obligee that Surety elects to complete the performance of the Construction Work through contractor(s) retained by Surety and then commence such performance with reasonable promptness. In this event, that portion of the Contract Balance as may be required to complete the Construction Work or remedy Principal's Default and to reimburse Surety for its expenditures shall be paid to Surety at the times and in the manner as said sums would have been payable under the Contract to Principal had there been no Principal's Default; or
 - (B) Notify Obligee that it elects to arrange for a contract between Obligee and a replacement contractor acceptable to Obligee, such acceptance not to be unreasonably withheld, guaranteed by both contract payment and performance bonds provided by the replacement contractor in the amount of the replacement contract. In this event, Surety shall pay Obligee that portion of the cost of the replacement contractor that is in excess of the Contract Balance. Such payment(s) may be made to Obligee in a lump sum (in the event of a lump sum contract) or periodically as incurred by Obligee; or
 - (C) Request Obligee to complete the Construction Work. In this event, Surety shall pay Obligee that portion of the reasonable cost to complete the Construction Work incurred by Obligee that is in excess of the Contract Balance; or

- (D) Arrange to give assistance, financial or otherwise, to the Principal to assist the Principal with completing the Construction Work. This remedy shall be subject to Obligee's agreement, which shall not be unreasonably withheld. The Obligee shall pay the Contract Balance as directed by Surety. In the event Surety provides financial assistance, Surety, in its sole discretion, may upon written notice to Obligee cease providing such financial assistance at any time, in which event Surety shall immediately make a further election under this Section 2; or
 - (E) Notify the Obligee that Surety denies liability. Surety shall cite its reasons for the denial of liability; or
 - (F) After investigation, determine the amount for which Surety may be liable to the Obligee and, as soon as reasonably possible after the amount is determined, make payment to the Obligee.
3. After Obligee has provided Surety with written notice of Principal's Default, and before the commencement of work under Section 2, subparagraphs (A) or (B), Obligee may, pursuant to its Contract rights, mitigate the damages caused by the Principal's Default. If Obligee performs obligations under the Contract during this period, Obligee shall be entitled to deduct the Mitigation Costs from the Contract Balance. If the Contract Balance is exhausted, and Surety elects to proceed under Section 2, subparagraphs (A), (B), (C) or (D), Surety shall reimburse Obligee for the difference between the Contract Balance and the Mitigation Costs incurred and paid by Obligee.
 4. If Surety proceeds under Section 2, subparagraphs (A), (B), (C), (D) or (F), Surety may also advise in the notice of its remedy election to Obligee that the Obligee's claim is disputed as to liability and/or amount and Surety is proceeding under and asserting a reservation of all rights, remedies, claims, and defenses. In the event Surety prevails, in whole or in part, with respect to the dispute regarding liability and/or amount of Obligee's claim and Surety paid monies in excess of the funds paid by Obligee to Surety, then Surety shall be entitled to recover the excess from Obligee.
 5. Surety's aggregate liability under this Bond is limited to the penal sum of this Bond, regardless of whether the liability arises from the actions or inactions of Principal or Surety. The penal sum of this Bond shall be reduced by and to the extent of any and all monies paid by Surety under this Bond in excess of funds paid by Obligee to Surety. If Surety paid monies in excess of the penal sum of this Bond, then Surety shall be entitled to recover the excess monies from Obligee. The Surety waives notice of any change to the Contract.
 6. Definitions:
 - (A) The phrase "Contract Balance," means the total amount payable by Obligee to Principal under the Contract and any amendments thereto, less the amounts properly paid by Obligee under the Contract.
 - (B) The phrase "Mitigation Costs" means the cost actually incurred by Obligee in proper performance of the Construction Work. Such costs shall be at hours and rates not higher than those customarily incurred at the place of the Construction Work unless Surety provides its prior written consent.
 - (C) The phrase "Construction Work" means all labor and materials necessary to complete Principal's scope of work under the Contract
 7. Any suit or action by Obligee under this Bond must be instituted within one (1) year from the earliest of the following dates: (A) the date of substantial completion of the Construction Work; (B) the date Principal ceased performing the Construction Work; or (C) the date of Principal's Default. If the limitation period set forth in this Bond is void or prohibited by law, then the minimum limitation period available to sureties as a defense in the jurisdiction of the suit or action shall apply and shall be deemed to have accrued and commenced to run on the earliest of the dates referenced in this Section 7 (A), (B) and (C). It shall be understood that in no event shall punch list, warranty, or maintenance work constitute Construction Work for the purpose of determining the limitation period for filing a suit or action under this Bond.

8. No prejudgment or pre-award interest may be recovered under this Bond. Post judgment interest shall be calculated from the date of the entry of the judgment, at a rate equal to the weekly average 1-year constant maturity Treasury yield, as published by the Board of Governors of the Federal Reserve System, for the calendar week preceding the date of the judgment.
9. The Obligee is the sole beneficiary under this Bond. No right of action shall accrue on this Bond to or for the use of any person other than the Obligee. This Bond is not transferable without the express written consent of Surety, and no successor or assignee of Obligee shall have any rights under this Bond. Any suit or action under this Bond shall be instituted in a State or Federal court of competent jurisdiction in the location in which the Construction Work is situated.
10. Notwithstanding anything in this Bond or the Contract to the contrary, Surety shall have no liability to Obligee for: legal fees or costs; any form of consequential, indirect, punitive, or exemplary damages; or any liability of Principal for tortious acts, whether or not said liability is direct or imposed by the Subcontract or otherwise. Nor shall this Bond serve as or be a substitute for or supplemental to any insurance coverage required under the Subcontract.
11. Notice or demand given to Surety pursuant to this Bond shall be in writing and delivered to the following mailing address or email address:

Swiss Re Corporate Solutions – Surety Claims
 1450 American Lane, Suite 1100
 Schaumburg, IL 60173

SuretyClaimsNA_CorporateSolutions@swissre.com

Signed this 20th day of August, 2019.

Durham Construction Company Inc

Principal

by

Name:

Title:

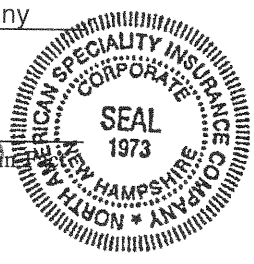
North American Specialty Insurance Company

Surety

by

Bonnie Gonzalez

Attorney-in-Fact



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

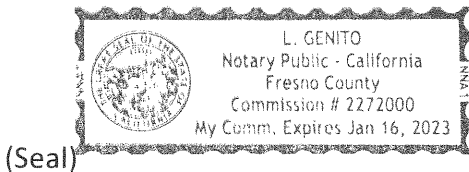
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


State of California)
) ss
County of Fresno)

On August 20, 2019, before me, L. Genito, Notary Public, personally appeared Bonnie Gonzalez, 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: 
L. Genito, Notary Public

**PAYMENT BOND - PUBLIC WORK
SECTIONS 3247 - 3252, CIVIL CODE
(CALIFORNIA)**

North American Specialty Insurance Company

SURETY COMPANY

Bond No. 2276898
Premium: Included in Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, The County of Fresno has awarded to Durham Construction Company, Inc.

as Contractor, a contract for the work described as follows: General Building Job Order Contract No. 19-J-02

AND WHEREAS, Said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, We the undersigned Contractor and Surety are held and firmly bound unto the County of Fresno in the amount required by law, the sum of \$ Two Million Dollars and 00/100, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

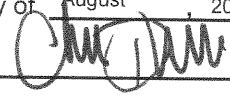
THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Contractors shall fail to pay (1) Any of the persons named in Civil Code Section 3181, (2) amounts due under the Unemployment Insurance Code for work or labor performed in connection with said contract by any such claimant, or (3) any amounts required to be deducted, withheld and paid over to the Employment Development Department and to the Franchise Tax Board from wages of the employees of Contractor and his sub-contractors with respect to such work and labor, pursuant to Section 13020 of the Unemployment Insurance Code, then the Surety or Sureties herein will pay for the same in an aggregate amount not exceeding the sum specified in this bond, and also in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

This bond is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated in Civil Code, Sections 3247 - 3252 inclusive, and all amendments thereto.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 20 day of August, 2019.



Durham Construction Company, Inc.

Contractor

North American Specialty Insurance Company

SURETY COMPANY

By Bonnie Gonzalez
Bonnie Gonzalez Attorney In Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

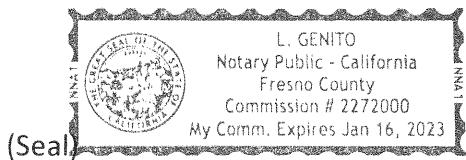
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

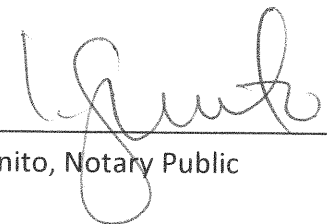
State of California)
) ss
County of Fresno)

On August 20, 2019, before me, L. Genito, Notary Public, personally appeared Bonnie Gonzalez, 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: 
L. Genito, Notary Public

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint: Bonnie Gonzalez

Principal: Durham Construction Company Inc Bond Number: 2276898
Obligee: County of Fresno Bond Amount: See Bond Form
Bond Description: General Building Job Order Contract No. 19-J-02

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the 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 binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of February, 2019.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 1st day of February, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 20th day of August, 2019.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

SURETY VERIFICATION

(Complete and return with Performance and Payment Bonds)

PROJECT General Building

Contract No. 19-J-02

Contractor Durham Construction Company, Inc.

Contact Person Chris Durham Phone No. 559-294-9500

SURETY COMPANY (Exact Name Style, Home Office Address)

North American Specialty Insurance Company

100 Pine Street Ste 2200

San Francisco, CA 94111

AGENT / BROKER

Attorney-in-fact Bonnie Gonzalez Phone No. (559) 374-3578

Firm Alliant Insurance Services, Inc.

Mail Address 9 E River park Place East Ste 310

City, State, ZIP Fresno, CA 93720

CA Dept of Insurance License No. 0C36861 Expires 09 / 30 / 2020
(or attach copy of License)

Owner's use only

Received 08 / 27 / 2019 By Mur

Surety admitted 06 / 30 / 1989

Surety Best's Class XV Rating A+

Comments

Durham
#2

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PROPOSAL TO THE BOARD OF SUPERVISORS
COUNTY OF FRESNO

Contract: **Job Order Contract – ‘B’ License**

Contract No.: #19-J-01
 19-J-02
 19-J-03

Various Funding Orgs.

In case of a discrepancy between words and figures, the words shall prevail.

If this proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Awarding Authority, within ten (10) days after the award of the contract, the Awarding Authority, at its option, may determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner.

The undersigned, as bidder, declares that all addenda issued with respect to this bid have been received and incorporated into this Proposal. The bidder’s signature on this Proposal also constitutes acknowledgement of all addenda.

The undersigned, as bidder, declares that the only persons, or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the Construction Task Catalog®, Technical Specifications and Contracting Requirements and he proposes and agrees if this proposal is accepted, that he will contract with the County of Fresno to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and according to the requirements of the Owner as therein set forth.

The Contractor shall perform all Work required called for in the Detailed Scope of Work of each individual Work Order issued under this Contract using the Construction Task Catalog® and Technical Specifications incorporated herein. Contractor shall perform any or all functions called for in the Contract Documents as specified in individual Work Orders against this Contract for the Unit Prices specified in the Construction Task Catalog® (CTC) and Non Pre-priced work multiplied by the following Adjustment Factors.

The Bidder shall set forth Adjustment Factors in clearly legible figures in the respective space provided below. **See example below the Proposal forms within this Section.** Failure to submit Adjustment Factors for all categories will result in the Proposal being deemed non-responsive.

The Other Than Normal Working Hours Adjustment Factors SHALL be EQUAL to or GREATER THAN the corresponding Normal Working Hours Adjustment Factors.

Contract No. #19-J-01
 19-J-02
 19-J-03

Proposal
00 42 13-1

JOB ORDER CONTRACTS

1 **BIDDER:** Durham Construction Company, Inc.
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4 **1. County/State-funded Projects – Normal Working Hours (7:00am to 5:00pm**
5 **Monday through Friday)**

6 zero point nine two zero zero

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9	2	0	0
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7 (Written in Words) (Specify to four (4) decimal places)

10
11 **2. County/State-funded Projects – Other Than Normal Working Hours (5:00pm to**
12 **7:00am Monday through Friday, and all day**
13 **Saturday, Sunday, and Holidays)**

14 zero point nine two zero zero

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9	2	0	0
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15 (Written in Words) (Specify to four (4) decimal places)

18
19 **3. Federally-funded Projects – Normal Working Hours (7:00am to 5:00pm Monday**
20 **through Friday)**

21 zero point seven zero zero zero

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22 (Written in Words) (Specify to four (4) decimal places)

23
24 **4. Federally-funded Projects – Other Than Normal Working Hours (5:00pm to**
25 **7:00am Monday through Friday, and all day**
26 **Saturday, Sunday, and Holidays)**

27 zero point seven zero zero zero

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7	0	0	0
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28 (Written in Words) (Specify to four (4) decimal places)

29
30 **5. County/State-funded Projects in Secure Facilities – Normal Working Hours**
31 **(7:00am to 5:00pm Monday through Friday)**

32 one point one zero zero zero

1

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1	0	0	0
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33 (Written in Words) (Specify to four (4) decimal places)

34
35 **6. County/State-funded Projects in Secure Facilities – Other Than Normal**
36 **Working Hours (5:00pm to 7:00am Monday through Friday, and all day**
37 **Saturday, Sunday, and Holidays)**

38 one point one zero zero zero

1

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1	0	0	0
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39 (Written in Words) (Specify to four (4) decimal places)

Acknowledgement of Addendum:			
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____

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Award Criteria Figure

Instructions To Bidder: Specify lines 1 through 13 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Line 1.	County/State-funded Projects – Normal Working Hours	1.	.9200	
Line 2.	Multiply Line 1 by 50%			2. .4600
Line 3.	County/State-funded Projects – Other Than Normal Working Hours	3.	.9200	
Line 4.	Multiply Line 3 by 15%			4. .1380
Line 5.	Federally-funded Projects – Normal Working Hours	5.	.7000	
Line 6.	Multiply Line 5 by 5%			6. .035
Line 7.	Federally-funded Projects – Other Than Normal Working Hours	7.	.7000	
Line 8.	Multiply Line 7 by 5%			8. .035
Line 9.	County/State-funded Projects in Secure Facilities – Normal Working Hours	9.	1.100	
Line 10.	Multiply Line 9 by 15%			10. 0.1650
Line 11.	County/State-funded Projects in Secure Facilities – Other Than Normal Working Hours	11.	1.100	
Line 12.	Multiply Line 11 by 10%			12. 0.1100
Line 13.	Add Lines 2, 4, 6, 8, 10 and 12 This is the Award Criteria Figure:			13. .9430 ✓

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1 Transfer the number on Line 13 to the space provided below constituting the
2 Bidder's Award Criteria Figure. Transfer the number and write the words.
3

4 **Award Criteria Figure**

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8 zero point nine four three

9 (Written in Words)

0

zero

9 4 3 0

(Specify to four (4) decimal places)

10
11
12 The weights in lines 2, 4, 6, 8, 10, and 12 above are for the purpose of calculating
13 the Award Criteria Figure only. No assurances are made by the Owner that Work
14 will be ordered under the Contract in a distribution consistent with the weighted
15 percentages above. The Award Criteria Figure is only used for the purpose of
16 determining the lowest Bidder. When submitting Work Order Price Proposals
17 related to specific Work Orders, the Contractor shall utilize one or more of the
18 Adjustment Factors applicable to the Work being performed provided in items in 1,
19 3, 5, 7, 9, and 11 on the Schedule of Adjustment Factors above, as applicable.
20

21 **The Owner Reserves The Right To Revise All Arithmetic Errors In the**
22 **Calculation of the Award Criteria Figure For Correctness.**

23
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25 **END OF PROPOSAL FORM**
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32 **END OF SECTION**
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BID SECURITY FORM

CONTRACT: JOB ORDER CONTRACTS

CONTRACT: #19-J-01, 19-J-02, 19-J-03, Class B

Accompanying this proposal is security (check one only) in amount equal to \$25,000.00:

Bid Bond (X); Certified Check (); Cashier's Check (); Cash (\$_____)

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

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

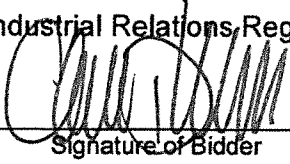
FIRM NAME Durham Construction Company, Inc.

Chris Durham, President, Secretary, Treasurer, Manager, Holder of all corporate offices

Licensed in accordance with an act providing for the registration of Contractors,

Class A,B,C21,C39,C-8,C16 License No. 765896 Expires July 31, 2019

Department of Industrial Relations Registration No: 1000002869



Signature of Bidder

July 11, 2019

Dated

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

BUSINESS ADDRESS: 1025 Holland Avenue, Clovis, CA 93612
Zip Code

MAILING ADDRESS: 1025 Holland Avenue, Clovis, CA 93612
Zip Code

BUSINESS PHONE: (559) 294-9500 **FAX NUMBER:** (559) 294-9200

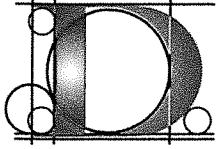
EMAIL: chris@durham-construction.com

END OF SECTION

Contract No.: #19-J-01
19-J-02
19-J-03

Bid Security Form
00 43 13-1

JOB ORDER CONTRACTS



Durham Construction Company, Inc.

1025 Holland Ave.

Clovis, CA 93612

Phone (559) 294-9500

FAX (559) 294-9200

www.durham-construction.com

EVIDENCE OF AUTHORITY TO BIND CORPORATION

Durham Construction Company, Inc., a California Corporation #C1938575, certifies that Chris Durham, 10432 Princeton Ave., Sanger, CA 93657, is the holder of all corporate offices, President, Secretary, and Chief Financial Officer, and is the sole director of the corporation. Chris Durham is the holder of all issued and outstanding stock and has full authority to bind the corporation and or act as its agent.

Certification Dated: July 11, 2019

Signature:

A handwritten signature in black ink, appearing to read 'Chris Durham'. The signature is written in a cursive, somewhat stylized font with a large initial 'C'.

Name: Chris Durham

Title: President

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Durham Construction Company Inc
1025 Holland Ave Clovis, CA 93611 (full name and address or legal title of Principal)
as Principal, hereinafter called the Principal, and North American Specialty Insurance Company
(select Surety)
a corporation duly organized under the laws of the state of NH as Surety, hereafter called the Surety, are
(select state)
held and firmly bound unto County of Fresno 2220 Tulare Street
Fresno, CA 93721 (full name and address or legal title of Obligee)
as Obligee, hereinafter called the Obligee, in the sum of Twenty Five Thousand Dollars and 00/100 Dollars (\$ \$25,000)
for the payment of which the Principal and the Surety bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

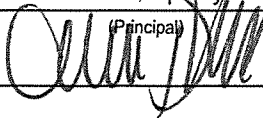
WHEREAS, the Principal has submitted to the Obligee a bid for JOC Contract # 19-J-01, Class B
(full name, address and description of project)

NOW, THEREFORE, the condition of this obligation is such that if the Obligee shall accept the bid of the Principal, and the Principal either 1) shall enter into a contract with the Obligee in accordance with the terms of such bid and gives such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety, or 2) shall pay to the Obligee the difference, not to exceed the amount of this bond, between the amount specified in said bid and such larger amount for which Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Obligee and Principal to extend the time in which the Obligee may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Obligee and Principal shall obtain the Surety's consent for an extension beyond sixty (60) days.



When this bond has been furnished to comply with a statutory or other legal requirement in the location of the project, any provision in this bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of July 2019

BY _____
(Witness)

Durham Construction Company Inc
(Principal)
By: 
Name/Title:

BY _____
(Witness)

North American Specialty Insurance Company
(Surety)
By: 
Name: Bonnie Gonzalez (Attorney in Fact)


CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

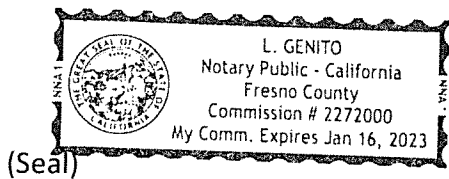
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

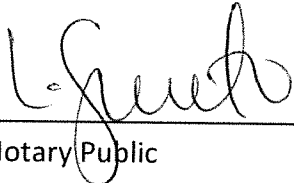
State of California)
) ss
County of Fresno)

On July 9, 2019, before me, L. Genito, Notary Public, personally appeared Bonnie Gonzalez, 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: 
L. Genito, Notary Public

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint: Bonnie Gonzalez

Principal: Durham Construction Company Inc
Obligee: County of Fresno
Bond Description: JOC Contract # 19-J-01, Class B

Bond Number: Bid Bond
Bond Amount: See Bond Form

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the 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 binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of February, 2019.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 1st day of February, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 9th day of July, 2019.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Durham Construction Company Inc
1025 Holland Ave Clovis, CA 93611 (full name and address or legal title of Principal)
as Principal, hereinafter called the Principal, and North American Specialty Insurance Company
(select Surety)
a corporation duly organized under the laws of the state of NH as Surety, hereafter called the Surety, are
(select state)
held and firmly bound unto County of Fresno 2220 Tulare Street
Fresno, CA 93721 (full name and address or legal title of Obligee)
as Obligee, hereinafter called the Obligee, in the sum of Twenty Five Thousand Dollars and 00/100 Dollars (\$ \$25,000)
for the payment of which the Principal and the Surety bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

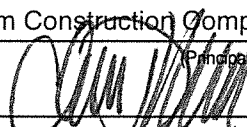
WHEREAS, the Principal has submitted to the Obligee a bid for JOC Contract # 19-J-02, Class B
(full name, address and description of project)

NOW, THEREFORE, the condition of this obligation is such that if the Obligee shall accept the bid of the Principal, and the Principal either 1) shall enter into a contract with the Obligee in accordance with the terms of such bid and gives such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety, or 2) shall pay to the Obligee the difference, not to exceed the amount of this bond, between the amount specified in said bid and such larger amount for which Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Obligee and Principal to extend the time in which the Obligee may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Obligee and Principal shall obtain the Surety's consent for an extension beyond sixty (60) days.

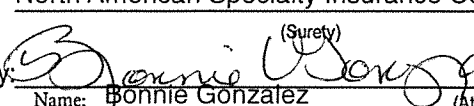
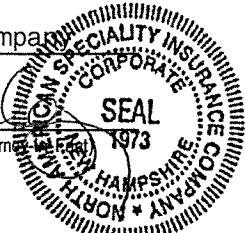
When this bond has been furnished to comply with a statutory or other legal requirement in the location of the project, any provision in this bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of July 2019

BY _____
(Witness)

Durham Construction Company Inc
(Principal)
By: 
Name/Title: _____

BY _____
(Witness)

North American Specialty Insurance Company
(Surety)
By: 
Name: Bonnie Gonzalez (Attorney in Fact)


CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

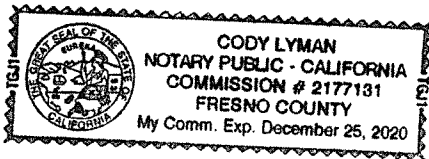
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of Fresno)

On July 9, 2019 before me, Cody Lyman, Notary Public, personally appeared Bonnie Gonzalez, 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.



(Seal)

Signature: [Handwritten Signature]
Cody Lyman, Notary Public

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint: Bonnie Gonzalez

Principal: Durham Construction Company Inc
Obligee: County of Fresno
Bond Description: JOC Contract # 19-J-02, Class B

Bond Number: Bid Bond
Bond Amount: See Bond Form

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the 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 binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of February, 2019.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 1st day of February, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 9th day of July, 2019.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Durham Construction Company Inc
1025 Holland Ave Clovis, CA 93611 (full name and address or legal title of Principal)
as Principal, hereinafter called the Principal, and North American Specialty Insurance Company
(select Surety)
a corporation duly organized under the laws of the state of NH as Surety, hereafter called the Surety, are
(select state)
held and firmly bound unto County of Fresno 2220 Tulare Street
Fresno, CA 93721 (full name and address or legal title of Obligee)
as Obligee, hereinafter called the Obligee, in the sum of Twenty Five Thousand Dollars and 00/100 Dollars (\$ \$25,000)
for the payment of which the Principal and the Surety bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

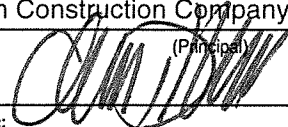
WHEREAS, the Principal has submitted to the Obligee a bid for JOC Contract # 19-J-03, Class B
(full name, address and description of project)

NOW, THEREFORE, the condition of this obligation is such that if the Obligee shall accept the bid of the Principal, and the Principal either 1) shall enter into a contract with the Obligee in accordance with the terms of such bid and gives such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety, or 2) shall pay to the Obligee the difference, not to exceed the amount of this bond, between the amount specified in said bid and such larger amount for which Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Obligee and Principal to extend the time in which the Obligee may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Obligee and Principal shall obtain the Surety's consent for an extension beyond sixty (60) days.



When this bond has been furnished to comply with a statutory or other legal requirement in the location of the project, any provision in this bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of July 2019

BY _____
(Witness)

Durham Construction Company Inc
(Principal)
By: 
Name/Title: _____

BY _____
(Witness)

North American Specialty Insurance Company
(Surety)
By: 
Name: Bonnie Gonzalez (Attorney in Fact)


CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

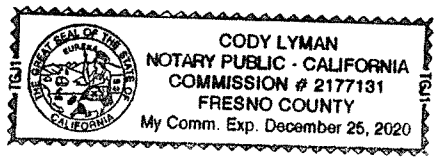
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of Fresno)

On July 9, 2019 before me, Cody Lyman, Notary Public, personally appeared Bonnie Gonzalez, 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.



(Seal)

Signature: *Cody Lyman*
Cody Lyman, Notary Public

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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Principal: Durham Construction Company Inc
Obligee: County of Fresno
Bond Description: JOC Contract # 19-J-03, Class B

Bond Number: Bid Bond
Bond Amount: See Bond Form

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

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"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the 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 binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

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North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 1st day of February, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 9th day of July, 2019.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

1 **CONTRACT: JOB ORDER CONTRACTS**
2
3 **CONTRACT: 19-J-01, 19-J-02, 19-J-03, Class B**

4
5 To the Board of Supervisors, County of Fresno:

6
7 **NONCOLLUSION AFFIDAVIT**

8
9 **TO BE EXECUTED BY BIDDER AND SUBMITTED WITH EACH BID ***


10
11
12 Chris Durham
13 (Printed or Typed Name)

14
15 being first duly sworn, deposes and says that he or she is

16
17 President
18 (Owner, Partner, Corporate Officer (list title), Co-Venturer)

19
20 of Durham Construction Company, Inc.
21 (Bidding Entity)

22
23 the party making the foregoing bid that the bid is not made in the interest of, or on behalf
24 of, any undisclosed person, partnership, company, association, organization, or
25 corporation; that the bid is genuine and not collusive or sham; that the bidder has not
26 directly or indirectly induced or solicited any other bidder to put in a false or sham bid,
27 and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder
28 or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the
29 bidder has not in any manner, directly or indirectly, sought by agreement, communication,
30 or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix
31 any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to
32 secure any advantage against the public body awarding the contract of anyone interested
33 in the proposed contract; that all statements contained in the bid are true; and, further,
34 that the bidder has not, directly or indirectly, submitted his or her bid price or any
35 breakdown thereof, or the contents thereof, or divulged information or data relative
36 thereto, or paid, and will not pay, any fee to any corporation, partnership, company
37 association, thereto, or paid, and will not pay, any fee to any corporation, partnership,
38 company association, organization, bid depository, or to any member or agent thereof to
39 effectuate a collusive or sham bid.

40
41
42 
43 _____
44 (Signature)

42 July 11, 2019
43 (Dated)

44
45 (Title 23 United States Code Section 112)

46
47 (Calif Public Contract Code Section 7106; Stats.1988, c. 1548, Section 1.)

48
49 * **NOTE:** Completing, signing, and returning the Noncollusion Affidavit is a required part
50 of each Proposal. Bidders are cautioned that making a false certification may subject the
51 certifier to criminal prosecution.

52
53 **END OF SECTION**

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

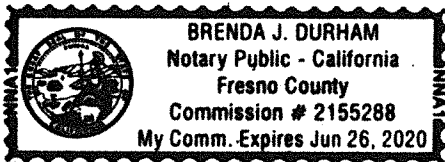
6 _____

Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

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 Fresno

Subscribed and sworn to (~~or affirmed~~) before me
 on this 11th day of July, 2019,
 by Date Month Year



(1) Chris Durham
 (~~and (2)~~ _____),
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Brenda J. Durham
 Signature of Notary Public

Seal
 Place Notary Seal Above

OPTIONAL

Though this section is 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: _____

1
2 **CONTRACT: JOB ORDER CONTRACT**

3
4 **CONTRACT NO: #19-J-01, 19-J-02, 19-J-03, Class B**

5 (This guaranty shall be executed by the successful bidder in accordance with Section
6 2.32 of the General Conditions. The bidder may execute the guaranty on this page at
7 the time of submitting the bid.)

8 **G U A R A N T Y**

9
10 To the Owner: County of Fresno

11
12
13 The undersigned guarantees the construction and installation of the following work
14 included in this project:

15
16 **ALL WORK**

17
18 Should any of the materials or equipment prove defective or should the work as a
19 whole prove defective, due to faulty workmanship, material furnished or methods of
20 installation, or should the work or any part thereof fail to operate properly as originally
21 intended and in accordance with each individual Work Order Detailed Scope of Work
22 and specifications, due to any of the above causes, all within twelve (12) months after
23 the date on which the Work Order under this contract is accepted by the Owner, the
24 undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred
25 in restoring said work to the condition contemplated in said project, including the cost
26 of any such equipment or materials replaced and the cost of removing and replacing
27 any other work necessary to make such replacement or repairs, or, upon demand by
28 the Owner, to replace any such material and to repair said work completely without
29 cost to the Owner so that said work will function successfully as originally
30 contemplated.

31
32 The Owner shall have the unqualified option to make any needed replacement or
33 repairs itself or to have such replacements or repairs done by the undersigned. In the
34 event the Owner elects to have said work performed by the undersigned, the
35 undersigned agrees that the repairs shall be made and such materials as are
36 necessary shall be furnished and installed within a reasonable time after the receipt
37 of demand from the Owner. If the undersigned shall fail or refuse to comply with his
38 obligations under this guaranty, the Owner shall be entitled to all costs and expenses
39 reasonably incurred by reason of said failure or refusal.
40

41
42 Durham Construction Company, Inc.

43 (Company)

44
45 By:  / Chris Durham

46
47 President

48 (Title)

49
50 Date: July 11, 2019

51
52 **END OF SECTION**

Contract No.: #19-J-01
19-J-02
19-J-03

Guaranty
00 65 36-1

JOB ORDER CONTRACTS