AGREEMENT

THIS AGREEMENT FOR JOB ORDER CONTRACTING ("Agreement") is made and entered into this 21st day of June, 2022 ("Effective Date"), by and between the County of Fresno, a political subdivision of the State of California ("COUNTY"), and Heritage General, a California Partnership, whose address is 5431 E Atchison St., Fresno, CA 93727 ("CONTRACTOR"). COUNTY and CONTRACTOR may be referred to as a "Party" or collectively as "Parties" in this Agreement.

WITNESSETH

WHEREAS, Public Contract Code section 20128.5 authorizes a board of supervisors to award annual contracts for repair, remodeling, or other repetitive work to be done according to unit prices, to the lowest responsible bidder, based on plans and specifications for typical work;

WHEREAS, COUNTY has a need for mechanical repair, remodeling, or other repetitive services to be performed pursuant to an annual contract;

WHEREAS, CONTRACTOR is qualified and willing to perform said services; and

WHEREAS, COUNTY desires to engage CONTRACTOR to perform mechanical repair, remodeling, or repetitive work according to unit prices on an annual basis pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the Parties agree as follows:

SECTION 1. DEFINITIONS

A. **COUNTY** - The County of Fresno, State of California, as represented by the Fresno County Board of Supervisors.

B. **Director** - The Director of Department of Internal Services, County of Fresno, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them, which ever department issues the Notice to Proceed to CONTRACTOR.

C. **Architect or Engineer** - The Director of Department of Internal Services and his/her authorized agents as defined in Section 1(B), which may include a duly licensed Architect or Engineer providing consultant services in accordance with an agreement with the County.

D. **Contractor** - When used in the Scope of Services, refers to: person, persons, entity, co-partnership: or corporation so named in Agreement; when used in the body of the Agreement Documents, refers to CONTRACTOR for that specific work, whether it be the General Contractor, Sub-Contractor, or other Contractor.

E. **Sub-Contractor** -Person, persons, entity, co-partnership or corporation having direct contract with Contractor.

F. **Adjustment Factor** - CONTRACTOR's competitively bid price adjustment to the Unit Prices published in the Construction Task Catalog®.

G. **Construction Task Catalog® (CTC)** - A comprehensive listing of specific construction related tasks identified by COUNTY, together with a specified unit of measurement and Unit Price.

H. **Agreement Documents** - All Job Orders issued under the Agreement; all amendments, modifications, or revisions to the Agreement; surety bonds; certificates of insurance; County notification to CONTRACTOR that Work is needed; County Requests for Job Order Proposals; and any design drawings provided by COUNTY with the Job Orders.

I. **Final Completion of the Job Order** - The last date on which all of the following events have occurred: COUNTY has determined that all Punch List Work and any other remaining Work have been completed in accordance with the Agreement Documents; final inspections have been completed, and all operations systems and equipment testing have been completed; the issuance of final occupancy certifications (if any); all deliverables have been provided to COUNTY, and all contractual requirements for final payment have been completed.

J. **Job Order Contract (JOC)** - This Agreement, which is a competitively bid, firm fixed-price, indefinite-quantity contract for accomplishing construction and construction-related services. Work is accomplished through the issuance of individual Job Orders. Each Job Order issued

under the Agreement shall be a firm fixed priced for accomplishing a specific construction task or Project.

K. **Key Personnel** - Those job titles, and the persons assigned to the following positions or their equivalents: Senior Project Manager, Project Manager, Estimator, Scheduler, and Superintendent.

L. **Non Pre-priced (NPP) Tasks** - The units of Work that are not included in the Construction Task Catalog®, but are required by the Detailed Scope of Work.

M. **Normal Working Hours** - Between the hours of 7:00 AM to 5:00 PM, Monday through Friday, inclusive. Saturdays, Sundays, and County holidays are excluded.

N. **Notice of Completion** - A form issued by COUNTY indicating that the Work is complete, and fixing the date of completion. The form is signed by COUNTY, and filed with the County Recorder. COUNTY, at its sole discretion, may elect not to issue a Notice of Completion on any individual Job Order.

O. **Notice to Proceed** - Written authorization from COUNTY for CONTRACTOR to commence a Job Order.

P. **Other than Normal Working Hours** - Work done between the hours of 5:00 PM to 7:00 AM, on weekdays, and any times during Saturday, Sunday, and County holidays.

Q. **Plans** - The drawings, sketches, illustrations, specifications, or other pertinent information included on or attached to the Job Order.

R. **Pre-priced Task** – An item of work included in the Construction Task Catalog® for which a unit price is given.

S. **Project** - Collectively, the improvements to be constructed by CONTRACTOR pursuant to one or more Job Orders.

T. **Job Order Price Proposal** – A price proposal prepared by CONTRACTOR that includes the Pre-priced Tasks, Non Pre-priced Tasks, quantities, and appropriate Adjustment Factors required to complete the Detailed Scope of Work.

U. **Job Order Proposal** - CONTRACTOR's irrevocable offer to perform Work associated with a Job Order, which refers to a CONTRACTOR-prepared document quoting a firm fixed Job Order Price and schedule for the completion of a specific Detailed Scope of Work. CONTRACTOR's Job Order Proposal must be on forms provided by COUNTY, and in an electronic version compatible with COUNTY's systems. The Job Order Proposal may also contain approved drawings, work schedule, permits, or other such documentation as COUNTY might require for a specific Job Order.

V. **Job Order Price** – The value of the approved Job Order Price Proposal and the lump sum amount CONTRACTOR will be paid for completing a Job Order.

W. **Job Order Completion Time** – The time within which CONTRACTOR must complete the Detailed Scope of Work, as defined herein.

X. **Joint Scope Meeting** – A site meeting to discuss the work before the Detailed Scope of Work is finalized.

Y. **Punch List Work** - A compilation of minor items that have not been completed in accordance with an individual Job Order and the Agreement Documents. Whether an item is Punch List Work or necessary for completion shall be determined in the sole discretion of COUNTY.

Z. **Request for Job Order Proposal (RFJOP)** - COUNTY's written request to CONTRACTOR for a Job Order Proposal for the Detailed Scope of Work, as defined herein, referenced in a specific Job Order.

AA. **Detailed Scope of Work (DSOW)** - The complete description of services to be provided by CONTRACTOR under an individual Job Order.

BB. **Job Order** - The documents that indicate the Work to be accomplished under this Agreement. COUNTY will be responsible for the development of the Job Order, as well as the inspection and acceptance of the Work contained within the Job Order. COUNTY will review CONTRACTOR's Proposal, and if acceptable, shall issue a Job Order for the Work described therein. Each Job Order shall include a Detailed Scope of Work, a lump sum, firm fixed Job Order Price Proposal from CONTRACTOR based upon the Construction Task

Catalog® or NPP Task formula in Section (b) of Attachment A, whichever is applicable, time for completion of the Work, and any special conditions that might apply to that specific Job Order, such as Liquidated Damages. COUNTY also reserves the right to issue a Job Order to the Contractor for a Job Order Price Proposal that is generated by COUNTY, which in the opinion of COUNTY, best represents the DSOW for such project.

CC. **Unit Price** - The price published in the Construction Task Catalog® for a specific construction or construction-related task. The Unit Prices are fixed for the duration of the Agreement. Each Unit Price is comprised of the labor, equipment, and materials costs to accomplish that specific task.

DD. **Work** - CONTRACTOR's furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the completion of an individual Job Order.

EE. **Technical Specifications** - The written requirements for materials, equipment, systems, standards, and workmanship for the work, and performance of related services.

SECTION 2. OBLIGATIONS OF THE COUNTY

A. The Work to be performed pursuant to this Agreement includes a comprehensive listing of detailed repair, remodeling, and other repetitive tasks and specifications that have pre-established units of measure and unit prices listed in The Gordian Group, Inc.'s proprietary Construction Task Catalog®. The Work performed under this Agreement shall be carried out pursuant to individual tasks or job orders, and shall involve repair, remodeling, or other repetitive work for public buildings, streets, utilities, and other public works ("Job Order(s)").

B. The obligations of all Parties shall be as set forth in this Agreement, and detailed in the Scope of Work, attached as Attachment A, and incorporated by this reference.

C. COUNTY shall identify projects, as well as COUNTY's intended results for each project, and may, at COUNTY's discretion, work with CONTRACTOR to develop a scope and specifications.

D. COUNTY shall issue a Notice to Proceed for each Job Order, and shall issue any required subsequent Job Orders for each project.

E. COUNTY shall provide inspection and written acceptance of the Work.

F. COUNTY shall provide a County representative ("County Representative") to represent COUNTY, who will work with CONTRACTOR to carry out CONTRACTOR's obligations under this Agreement. The County Representative will be COUNTY's Facilities Division Manager, and/or his or her designees. CONTRACTOR shall provide a contact person to the County Representative upon execution of this Agreement, and is responsible for informing COUNTY as changes in personnel occur.

SECTION 3. OBLIGATIONS OF CONTRACTOR

A. CONTRACTOR shall comply with all applicable Federal, State, County, and City regulations regarding wages, hours, and working conditions.

B. CONTRACTOR agrees to furnish all labor 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, material-men, subcontractors, artisans, machinists, teamsters, day-men, and laborers required for completing specific Job Orders, as directed by COUNTY.

C. CONTRACTOR shall bind every subcontractor to the terms of this Agreement to carry out its provisions insofar as applicable to their work, and CONTRACTOR further agrees to pay to each subcontractor his/her or their due portion promptly upon issuance of certificate of payment.

1. Neither the acceptance of the name of a subcontractor, the suggestion of such name, any other act of the COUNTY, nor anything contained in the Agreement, shall be construed as creating any contractual relationship between COUNTY and any subcontractor.

2. COUNTY reserves the right to reject any proposed subcontractor, installer, or supplier who cannot show satisfactory evidence of meeting the qualifications required by this Agreement. In the event of such rejection, CONTRACTOR shall, within the time frame listed for submittal of revised Proposals, submit the name and qualifications of a replacement subcontractor, installer, or supplier satisfactory to COUNTY. Such replacement submittal shall be in accordance with this Agreement. No adjustment of a Job Order price proposal shall be made in the event of such replacement.

3. This Agreement is subject to nondiscrimination requirements, including, but not limited to, compliance by CONTRACTOR and its subcontractors with the provisions of Government Code section 12940.

4. When an individual Job Order utilizes Federal Funds, and CONTRACTOR elects to require Disadvantaged Business Enterprise (DBE) participation, CONTRACTOR shall follow the Federal Good Faith Effort requirements for inclusion of DBE Subcontractors and suppliers.

D. In accordance with Labor Code section 1770, et seq., the Director of the Department of Industrial Relations of the State of California has determined the general prevailing wage rates and employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done.

Information pertaining to applicable Prevailing Wage Rates may be found on the website for the State of California – Department of Industrial Relations: http://www.dir.ca.gov/oprl/PWD/index.htm.

Information pertaining to applicable prevailing wage rates for apprentices may be found on the website for the State of California – Department of Industrial Relations: http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp.

It shall be mandatory upon CONTRACTOR and upon any subcontractor to pay not less than the prevailing wage rates, including overtime and holiday rates, to all workers, laborers, or mechanics employed on this public work project, including those workers employed as apprentices. Further, CONTRACTOR and each subcontractor shall comply with Labor Code sections 1777.5 and 1777.6 concerning the employment of apprentices. A copy of the above-mentioned prevailing wage rates shall be posted by CONTRACTOR at the job site where it will be available to any interested party.

CONTRACTOR shall comply with Labor Code section 1775, and shall forfeit as a penalty to COUNTY Two Hundred Dollars ($200.00) for each calendar day or portions thereof, for each worker paid less than the prevailing wage rates for the work or craft in which the worker is employed for any work done under this project by CONTRACTOR or by any subcontractor under CONTRACTOR in violation of Labor Code section 1770, et seq. In addition to the penalty, the difference between the prevailing wage rates and amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by CONTRACTOR or subcontractor.

CONTRACTOR and each of its subcontractors shall keep a log showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this public work project. In accordance with Labor Code section 1776, each payroll record shall be certified and verified by a written declaration under penalty of perjury stating that the information within the payroll record is true and correct, and that CONTRACTOR or subcontractor has complied with the requirements of Labor Code sections 1771, 1811 and 1815 for any work performed by its employees on this public work project. These records shall be open at all reasonable hours to inspection by COUNTY, its officers, and agents, and

to the representatives of the State of California – Department of Industrial Relations, including but not limited to the Division of Labor Standards Enforcement.

E. CONTRACTOR shall use The Gordian Group, Inc.'s Job Order Contracting System for its JOC program. The Gordian Group, Inc.'s Job Order Contracting System includes proprietary JOC applications that shall be used by Contractor to prepare and submit JOC proposals, subcontractor lists, and other requirements as specified by COUNTY. CONTRACTOR shall be assessed a contractor license fee by The Gordian Group, Inc. of one percent (1%) of the value of construction of each project awarded by COUNTY ("Contractor License Fee"). Such Contractor License Fee shall be billable by The Gordian Group, Inc., and is payable to The Gordian Group, Inc.

F. SUPERVISION PROCEDURES

1. CONTRACTOR shall give efficient supervision to the Work, using skill and diligence for which CONTRACTOR is compensated in the Agreement Adjustment Factors. CONTRACTOR shall carefully inspect the site, and study and compare all Agreement Documents and other instructions, as ignorance of any phase of any of the features or conditions affecting the Agreement shall not excuse CONTRACTOR from carrying out its provisions to its full intent.
2. CONTRACTOR shall employ a competent superintendent and necessary assistants who shall attend the project site during the progress of the Work. The superintendent shall represent CONTRACTOR, and all communications given to the superintendent shall be as binding as if given to CONTRACTOR. CONTRACTOR shall identify in writing the name and experience of the Superintendent for County review. CONTRACTOR's superintendent shall not manage more than four (4) projects that are in construction at any one time.
3. CONTRACTOR shall be responsible to COUNTY for the acts and omissions of his/her employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with CONTRACTOR.

4. CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR's employees and agents, and shall not employ on the Work any unfit person or anyone not skilled in that person's task.
5. CONTRACTOR shall not be relieved from CONTRACTOR's obligations to perform the Work in accordance with the Agreement Documents, either by the activities or duties of the Director in his/her administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than CONTRACTOR.

G. CONSTRUCTION PROCEDURES

1. Means and Methods - CONTRACTOR shall be solely responsible for, and control of construction means, methods, techniques, sequences, and procedures for all the Work of this Agreement. Additionally, CONTRACTOR shall be responsible for safety precautions and programs in connection with the Work. CONTRACTOR shall be accountable for all acts of omissions of his/her employees, subcontractors, or any of their agents and employees, or any other persons performing any of the Work of this Agreement.
2. Progress Schedule - CONTRACTOR, immediately after being awarded a Job Order, shall update the schedule submitted as part of the Proposal, and submit for COUNTY's information an estimated progress schedule.
3. Laws of City, County and State - CONTRACTOR must comply with all rules, regulations, and ordinances of the City and County in which the work is being done, and all Local, State, and Federal laws pertaining to the work.
4. Safeguards -CONTRACTOR shall provide, in conformity with all state and local laws, codes, and ordinances, and as may be required, such temporary walls, fences, guard-rails, barricades, lights, danger signs, and enclosures, and shall maintain such safeguards until all Work is completed.

5. When COUNTY furnishes equipment or materials to CONTRACTOR for use or inclusion in the Work, CONTRACTOR's responsibility for all such equipment and materials shall be the same as for materials furnished by CONTRACTOR.
6. Housekeeping - CONTRACTOR shall keep the premises free of excess accumulated debris, and clean up as required, and as directed by the Engineer. At completion of Work, all debris shall be removed from the site.
7. CONTRACTOR's Right to Stop Work or Terminate Agreement – If, through no fault of CONTRACTOR or of anyone employed by CONTRACTOR (1) the Work is stopped by order of any court or governmental authority, or (2) COUNTY fails to issue any certificate for payment within forty-five days after it is due, or (3) COUNTY fails to pay CONTRACTOR within forty-five days after its presentation, any sum certified by COUNTY, then CONTRACTOR may, upon ten days' written notice to COUNTY, stop Work or terminate the Agreement.
8. Hazardous Substances - With the invoice, or within twenty-five (25) days of delivery, CONTRACTOR must provide to COUNTY a Material Safety Data Sheet for any product used by CONTRACTOR, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7)
9. Recycled Products/Materials – CONTRACTOR is encouraged to provide recycled or recyclable products/materials which meet stated specifications per Job Order.

H. **Confidentiality** –

1. All services performed by CONTRACTOR shall be in strict conformance with all applicable Federal, State of California, and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, California Health and Safety Code, California Code of Regulations, and the Code of Federal Regulations.

2. CONTRACTOR shall submit to County's monitoring of said compliance.

3. CONTRACTOR may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, CONTRACTOR may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by COUNTY, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures if PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative, or legal responsibilities of the Business Associate.

4. CONTRACTOR shall not use or further disclose PHI other than as permitted or required by COUNTY, or as required by law without written notice to COUNTY.

5. CONTRACTOR shall ensure that any agent, including any subcontractor, to which CONTRACTOR provides PHI received from, or created or received by the CONTRACTOR on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

I. **Patent Indemnity** - CONTRACTOR shall hold COUNTY, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses (including attorney's fees and costs), for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this Agreement.

J. **Data Security** –

1. CONTRACTOR shall employ adequate controls and data security measures, both internally and externally, to ensure and protect the confidential information and/or data provided to CONTRACTOR by COUNTY, preventing the potential loss, misappropriation, or inadvertent access, viewing, use or disclosure of COUNTY data,

including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

2. Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless, or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up-to-date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or CONTRACTOR device) or brought in for use into COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).
3. No storage of COUNTY's private, confidential, or sensitive data on any hard-disk drive, portable storage device or remote storage installation, unless encrypted according to advance encryption standards (AES of 128 bit or higher).
4. COUNTY will immediately be notified of any violations, breaches, or potential breaches of security related to COUNTY's confidential information, data, and/or data processing equipment which stores or processes COUNTY data, internally or externally.
5. COUNTY shall provide oversight to CONTRACTOR's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. CONTRACTOR shall issue any notification to affected individuals as required by law, or as deemed necessary by COUNTY, in its sole discretion. CONTRACTOR will be responsible for all costs incurred as a result of providing the required notification.

K. CONTRACTOR warrants on behalf of itself and all subcontractors engaged for the performance of this Agreement that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the Work.

SECTION 4. TERM

The term of this Agreement is from June 21, 2022 through June 20, 2023, or when all issued Job Orders totaling the Maximum Agreement Value, as defined in Section 5, herein, have been completed, whichever occurs first. All Job Orders must be issued, but not necessarily completed, within one (1) calendar year of the Effective Date of this Agreement. All Job Orders for which a Notice to Proceed is issued by COUNTY during the term of this Agreement shall be valid and in effect, notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after the Agreement term has expired. All terms and conditions of the Agreement apply to each Job Order.

SECTION 5. COMPENSATION

COUNTY agrees to pay CONTRACTOR, and CONTRACTOR agrees to receive compensation for each Job Order in accordance with CONTRACTOR's Adjustment Factors stated on the Bid Schedule set forth in CONTRACTOR'S Response to the RFQ, which are as follows:

General Facilities Normal Working Hours Adjustment Factor	1.1712
General Facilities Other than Normal Working Hours Adjustment Factor	1.1729
Secured Facilities Normal Working Hours Adjustment Factor	1.1721
Secured Facilities Other than Normal Working Hours Adjustment Factor	1.1739

The total compensation paid for all Job Orders ("Maximum Agreement Value") performed by CONTRACTOR during the one-year term of this Agreement shall not exceed two million dollars ($2,000,000). There is no Minimum Contract Value. Any increase in the Maximum Agreement Value shall only be by amendment to this Agreement, pursuant to Section 41.

At no time shall the total sum of the outstanding Job Orders exceed the amount of CONTRACTOR'S Payment Bond and Performance Bond. A Job Order is outstanding until COUNTY

has accepted the Work described in the Job Order by execution of a written notice of completion. CONTRACTOR shall not be issued Job Orders with compensation amounts that in total exceed the Maximum Agreement Value. COUNTY makes no guarantee that CONTRACTOR will receive Job Orders totaling the Maximum Agreement Value. CONTRACTOR shall submit monthly invoices per Job Order, as described in Section 6, below.

In no event shall compensation paid for services performed under this Agreement exceed the Maximum Agreement Value during the term of this Agreement. All expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR.

SECTION 6. INVOICING / PAYMENTS

Payments shall be made for inspected and approved Work only. If an individual Job Order requires 45 days or less for completion, COUNTY will normally make one payment to CONTRACTOR after the Notice of Completion, if required by COUNTY, and retention shall be paid after final acceptance of all Work contained under the Job Order and all Agreement requirements for final payment have been satisfied. For Job Orders requiring greater than 45 days performance period, COUNTY shall consider a request for partial payments to CONTRACTOR, which shall not occur more often than monthly.

COUNTY will make progress payments to CONTRACTOR upon completion of portions of the Work, as covered by the Agreement, in accordance with established County procedures:

A. Before payment is made, CONTRACTOR shall prepare for the Director's approval a statement covering the actual Work completed under the terms of the Job Order. A schedule of values listed by “CSI” or “Category” from CONTRACTOR’s Job Order Price Proposal may be utilized for this schedule of values.

B. In making such payment, there shall be a retention of 5% of the payment requested. If, after 50% of the Work of the Job Order has been completed, the Director finds that satisfactory progress is being made, the Director may reduce the retention to 2.5% of the amount requested. In addition, after 97.5% of the Work has been completed, the Director may reduce the amount withheld to such lesser amount as the Director

determines to be adequate security for the fulfillment of the balance of the Work, and other requirements of this Agreement. In no event shall this retention be reduced to less than 1.25% percent of the estimated value of the Work yet to be completed, as determined by the Director. Such reduction shall only be made upon the written request of CONTRACTOR, and shall be approved in writing by the surety upon the Performance Bond and the surety upon the Payment Bond. The signature of persons executing the approval for the surety shall be properly acknowledged, and the power of attorney authorizing those persons to give such consent must accompany the approval document.

1. Substitution of securities for any moneys withheld by COUNTY to ensure performance under this Agreement shall be permitted, provided that substitution of securities provisions shall not apply to contracts in which there will be financing provided by the Farmers Home Administration of the United Stated Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Sec. 1921 et seq.), and where federal regulations or policies, or both, do not allow the substitution of securities.
2. At the request and expense of CONTRACTOR, and in compliance with Public Contract Code Section 22300, securities equivalent to the amount withheld pursuant to these specifications shall be deposited by CONTRACTOR with COUNTY, or with a state or federally chartered bank as the escrow agent, who shall then pay such withheld amounts to CONTRACTOR upon written authorization of COUNTY.
3. Securities eligible for investment under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loans certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by CONTRACTOR and COUNTY.

4. Securities to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to CONTRACTOR.
5. CONTRACTOR shall be beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.
6. CONTRACTOR shall enter into an escrow agreement satisfactory to COUNTY, which agreement shall substantially comply with Public Contract Code Section 22300.
7. CONTRACTOR shall obtain the written consent of the surety to such escrow agreement.

C. All material and Work paid for through progress payments shall thereupon become the sole property of COUNTY, but this provision shall not be construed as relieving CONTRACTOR from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged Work, or as a waiver of the right of COUNTY to require the fulfillment of all of the terms of the Agreement,

D. Upon completion and acceptance of all Work required, and the release of all claims against COUNTY as specified, the Director shall file a written Notice of Completion, if required by COUNTY, with COUNTY Recorder, as to the entire amount of Work performed.

E. Forty-five (45) days after the filing of such Notice of Completion, if required by COUNTY, COUNTY shall pay to CONTRACTOR the amount therein stated, except as provided in paragraph 6(G), less all prior payment and advances whatsoever to or for the account of CONTRACTOR, and less material and labor claims duly filed with COUNTY on account of this Agreement. All prior estimates and payments, including those relating to extra work, shall be subject to correction by this final payment, which is referred to throughout this Agreement as the Final Payment.

F. The acceptance by CONTRACTOR of the Final Payment shall be, and shall operate as a release to COUNTY of all claims and of all liability to CONTRACTOR for all things

done or furnished in connection with this Work, and for every act and neglect of COUNTY and others relating to or arising out of this Work, excepting CONTRACTOR's claims for interest upon final payment, if this payment be improperly delayed. No payments, however, final, or otherwise, shall operate to release CONTRACTOR or his/her sureties from any obligations under this Agreement or the Performance and Payment Bonds.

G. Payments may be withheld in the whole or in part, if deemed necessary to protect COUNTY from loss on account of the failure of CONTRACTOR to (1) meet CONTRACTOR's obligations, (2) expedite the Work, (3) correct rejected Work, (4) settle damages as herein provided, (5) produce substantial evidence that no claims will be or have been filed, or (6) that unpaid balances may be insufficient to complete the Work.

H. CONTRACTOR shall pay:

1. For all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered.
2. For all materials, tools, and other expendable equipment to the extent of 90% of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the Work in or on which such materials, tools, and equipment are incorporated or used.
3. To each of CONTRACTOR's Sub-Contractors, not later than the tenth day following each payment to CONTRACTOR, the respective amounts allowed CONTRACTOR on account of the Work performed by CONTRACTOR's Sub-Contractors, including that Work performed and paid for under a Change to the Job Order as provided in Section 2.12, to the extent of each Sub-Contractor's interest therein.

CONTRACTOR shall submit invoices on the first day of the month in accordance with the rates and charges agreed upon by that CONTRACTOR for the services provided to COUNTY during the previous monthly billing period. Each invoice shall reference this Agreement number, the FAMIS work order number, the date and name of the facility where the services were performed, and a clear itemization of services performed, and shall be emailed to isdap-ar@fresnocountyca.gov or mailed to COUNTY of Fresno, ISD, ATTN: Business Office (A/P Division), 333 W. Pontiac Way, Clovis, CA 93612. COUNTY shall make payment to CONTRACTOR no later than forty-five (45) days after receipt and approval of each invoice, which shall be given upon verification of satisfactory performance.

SECTION 7. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of CONTRACTOR's officers, agents, subcontractors, and employees, shall at all times be acting and performing as independent contractors, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY.

Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CONTRACTOR performs its work and functions. However, CONTRACTOR'S methods must be compatible with COUNTY's standards, and must result in satisfactory and timely completion of the work assigned, and the quality and quantity of work produced must be acceptable to COUNTY. COUNTY retains the right to verify that CONTRACTOR is performing its obligations in accordance with this Agreement's terms and conditions. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters covered by this Agreement.

Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, their employees all legally required employee benefits. In addition, CONTRACTOR shall be solely responsible, and shall hold COUNTY

harmless from all matters relating to payment of CONTRACTORS' employees, including compliance with Social Security withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to COUNTY or to this Agreement.

SECTION 8. SUB-CONTRACTORS

1. **Agreements** - Agreements between CONTRACTOR, Sub-Contractors, and Sub-Contractors of lower tier shall be subject to the approval of COUNTY, but in no case does such approval relieve CONTRACTOR of any conditions imposed by the Agreement Documents. Subcontractors may be added, deleted, or substituted only in accordance with the provisions of Public Contract Code Section 4100 et seq.
2. **Relation with Sub-Contractor** - CONTRACTOR shall bind every Sub-Contractor, and every Sub-Contractor agrees to be bound by the terms of the Agreement Documents to carry out their provisions insofar as applicable to their Work; and CONTRACTOR further agrees to pay to each Sub-Contractor promptly upon issuance of Certificate of Payment, that Sub-Contractor's due portion.
3. **County's Relation** - Neither the acceptance of the name of Sub-Contractor, nor the suggestion of such name, nor any other act of COUNTY, nor anything contained in any Agreement Document is to be construed as creating any contractual relation between COUNTY and any Sub-Contractor of any tier.
4. If CONTRACTOR conducts or participates in bid shopping or bid peddling after the award of this Agreement, CONTRACTOR shall not receive any additional Job Orders under this Agreement, and such conduct shall constitute a default, and be grounds for immediate termination of this Agreement.
5. COUNTY reserves the right to reject any proposed subcontractor, installer, or supplier who cannot show satisfactory evidence of meeting the qualifications required by the Agreement Documents. In the event of such rejection, CONTRACTOR shall, within the time frame listed for

submittal of revised Proposals, submit the name and qualifications of a replacement subcontractor, installer, or supplier satisfactory to COUNTY. Such replacement submittal shall be in accordance with all Agreement Documents.

f. No adjustment of Job Order Price shall be made in the event of such replacement.

SECTION 9. PEROGATIVE OF COUNTY

COUNTY may perform or employ others to undertake any portions of Work persistently neglected by CONTRACTOR, provided that, after three days' written notice to CONTRACTOR, such Work is still not completed to COUNTY's satisfaction. In such case, the Work shall be completed under direction of the Director or designated County Official or designee, and the cost deducted from the amount of next payment due to CONTRACTOR. Such action shall, in no way, affect the status of either party under this Agreement, nor be held as a basis of any claim by CONTRACTOR for damages or extension of time.

SECTION 10. CONTROL OF THE WORK

The Parties agree that the Director shall be the arbiter between parties thereto, and the entire Work is under the Director's jurisdiction to such end. It is the Director's function to interpret the Agreement Documents; pass upon merits of materials and workmanship, compute amounts of and issue certificates for all payments to which CONTRACTOR may be entitled; decide upon all deductions from and additions to the Job Order Price resulting from alterations after letting of Job Order; determine amount of damages accruing to either Party from any cause; or conferences at any time during the progress of the Work, and such order shall require CONTRACTOR and any or all Sub-Contractors or other Contractors to attend; and perform any other required duties.

It shall be the responsibility of the Director or designee to make written decisions in regard to all claims of COUNTY or CONTRACTOR, and to interpret the Agreement Documents in regard to all questions arising in connection with the execution of the Work.

Orders from the Director shall be in writing only, and properly signed; no oral orders from Director, nor from anyone acting for him, shall be considered binding in case of dispute, and no one, other than COUNTY, or the Director acting for him, has authority to order changes involving extra expenditures or deductions. Superintendents or Inspectors may be assigned by COUNTY and/or Engineer to assist them in the conduct of the Work, and these persons shall be entitled to the same free access to all parts of Work, and the degree of authority of such employees to act for the Engineer is as prescribed for the Engineer, such employees acting within the scope of the particular duties entrusted to them.

Authority to stop the Work is vested in the Director, and may be involved whenever the Director deems such action necessary to ensure proper execution of the Agreement, and Work may not thereafter be resumed until the Director has given written consent.

SECTION 11. CHANGES TO THE JOB ORDER

Changes Requested by COUNTY -COUNTY may, without invalidating the Job Order, order changes, modifications, deletions, and extra work by issuing additional written Job Orders during the progress of the Work. CONTRACTOR shall not be entitled to compensation for any extra Work performed, unless the Director has issued an additional written Job Order designating (i) the extra Work to be performed, (ii) the price of the extra Work, and (iii) the time for completion of the extra Work. If COUNTY orders Work added or deleted from the Job Order, the price for the additional Job Order shall be determined using the Procedure for Ordering Work set forth in Section (b) of Attachment A. Credits for Pre-priced and Non Pre-priced Tasks shall be calculated at the pre-set Unit Prices, and multiplied by the appropriate Adjustment Factors. Credits for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Job Order Price Proposal.

Changes in the Work Claimed by CONTRACTOR - CONTRACTOR may request a change in the Job Order Price, or an extension of time for completion of the Job Order due to changes in the Work that are not within the scope of the Job Order. The request must be in writing, and must be

submitted to COUNTY prior to beginning the extra work. CONTRACTOR shall not be entitled to compensation for any extra work performed unless the Director has issued an additional written Job Order designating (i) the extra work to be performed, (ii) the price of the extra work, and (iii) the time for completion of the extra work. If COUNTY agrees that work is added to or deleted from the Job Order, the price for the additional Job Order shall be determined using the Procedure for Ordering Work set forth in Section (b) of Attachment A.

Where CONTRACTOR and COUNTY disagree on the scope, price, and/or time for changes in the Detailed Scope of Work, COUNTY may require CONTRACTOR to perform such Work under a written protest, pursuant to the Resolution of Contract Claims in Section 17, herein. CONTRACTOR's failure to submit a written protest to the Director within 5 days of beginning such Work constitutes a waiver of any claim.

SECTION 12. ASSIGNMENT OF MONEYS

CONTRACTOR shall not assign moneys due or to become due to CONTRACTOR under the Agreement without the written consent of COUNTY's Auditor-Controller. Any assignment of moneys shall be subject to all proper set-offs in favor of COUNTY, and to all deductions provided for in the Agreement, and particularly all money withheld, whether assigned or not, shall be subject to being used by COUNTY for the completion of the Work in the event that CONTRACTOR defaults under this Agreement.

SECTION 13. INSPECTION

All material and workmanship (if not otherwise designated by the Agreement Documents) shall be subject to inspection, examination, and test by the Director or designated County Official at any and all times during manufacture and/or construction, and at any and all places where such manufacture and/or construction are carried on. The Director shall have the right to reject defective material and workmanship or require its correction.

CONTRACTOR shall furnish promptly without additional charge, all reasonable facilities, labor, and materials necessary for the safe and convenient inspection and tests that may be required by the Director.

If considered necessary or advisable by the Director at any time either before acceptance of the entire Work, or after acceptance and within the guaranty period, to make an examination of Work already completed, by removing or tearing out same, CONTRACTOR shall, on request, promptly furnish all necessary facilities, labor, and material. If such Work is found to be defective in any material respect, due to the fault of CONTRACTOR or his/her Sub-Contractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of this Agreement, CONTRACTOR's costs necessarily incurred in the examination and replacement, as determined by use of the Construction Task Catalog®, shall be reimbursed to CONTRACTOR and CONTRACTOR shall, in addition, if completion of the Work has been delayed thereby, be granted a suitable extension of time on account of the additional Work involved.

When the Work is completed, CONTRACTOR shall notify COUNTY in writing that the Work shall be ready for final inspection and test on a definite date, which shall be stated in such notice.

SECTION 14

TAXES, PERMITS, FEES, AND INDEMNIFICATION FOR PATENT INFRINGEMENT CLAIM

CONTRACTOR shall pay for and include all Federal, State, and local taxes, direct or indirect, upon all materials, and take out and pay all fees and charges for permits and licenses, unless otherwise specified in the Job Order or Technical Specifications.

Royalty and license fees incidental to the use of any patented material, device or process shall be paid by CONTRACTOR, and in the event of a claim of alleged infringement of patent copyright, or Trade Secret rights, CONTRACTOR shall indemnify, save COUNTY free and harmless, and defend, at CONTRACTOR's own expense, any and all suits that may be brought in connection with such royalty and license fees.

SECTION 15. GUARANTEE OF WORK

All Work shall be guaranteed by CONTRACTOR, except as may be otherwise specified, against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of completion of the Job Order.

If repairs or changes are required in connection with guaranteed Work within any guaranteed period, which, in the opinion of COUNTY are rendered necessary as the result of the use of materials, equipment, or workmanship, which are inferior, defective, or not in accordance with the terms of this Agreement, CONTRACTOR shall, promptly upon receipt of notice from COUNTY, and without expense to COUNTY (1) place in satisfactory condition in every particular all of such guaranteed Work, correct all defects therein, and (2) make good all damage to the building or site, or equipment or contents thereof, which, in the opinion of COUNTY, is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Agreement; and (3) make good any work or materials, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.

If CONTRACTOR disturbs any Work guaranteed under another Agreement in fulfilling the requirements of the Agreement or of any guarantee, embraced in or required thereby, CONTRACTOR shall restore such disturbed Work to a condition satisfactory to the Director, and guarantee such restored Work to the same extent as it was guaranteed under such other Agreement.

COUNTY may have the defects corrected if CONTRACTOR, after notice, fails to proceed promptly to comply with the terms of the guarantee, and CONTRACTOR and his/her surety shall be liable for all expense incurred.

All special guarantees shall be subject to the terms of this Section 15 during the first year of the life of such special guarantee.

SECTION 16. RESPONSIBILITY FOR DAMAGE

Neither COUNTY, the Director of Department of Internal Services, nor any officer or employee of COUNTY, or any incorporated city, or officer or employee thereof, within the limits of which the Work

is being performed, shall be answerable or accountable in any manner, for any loss or damage to the Work or any part thereof; or for any of the materials or other things used or employed in performing the Work; or for injury to any person or persons, either workmen or the public, for damage to property from any cause which might have been prevented by CONTRACTOR, or his/her workers, or anyone employed by CONTRACTOR, against all of which injuries or damages to persons and property CONTRACTOR having control over such Work must properly guard.

CONTRACTOR shall be responsible for any liability imposed by law for any damage to any person or property resulting from defects or obstructions or from any cause whatsoever during the progress of the Work or at any time before the completion and final acceptance.

SECTION 17. RESOLUTION OF CONTRACT CLAIMS

Public works contract claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between CONTRACTOR and COUNTY shall be resolved in accordance with the provisions of Article 1.5 (Sections 20104-20104.6, inclusive) of Chapter 1 of Part 3 of Division 2 of the Public Contract Code. Article 1.5 requires that its provisions or a summary thereof be set forth in the plans and specifications for any work which may give rise to a claim thereunder. Accordingly, this Agreement incorporates all of the terms and conditions of Article 1.5, as follows:

Article 1.5 Resolutions of Contract Claims

Public Contracts Code § 20104. (a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

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

(b)(1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

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

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

(d) This article applies only to contracts entered into on or after January 1, 1991. 20104.2 Public Contracts Code § 20104

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

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

(b)(1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

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

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

(c)(1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim,

any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

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

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

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

(e) If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his/her or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

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

Public Contracts Code § 20104.4 The following procedures are established for all civil actions filed to resolve claims subject to this article:

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

(b)(1) If the matter remains in dispute, the case shall be submitted to the judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rule pertaining to judicial arbitration.

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

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

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process. Arbitrators shall be experienced in construction law.

Public Contracts Code § 20104.6 (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

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

SECTION 18. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

In case of default by CONTRACTOR, COUNTY may procure the articles or service from another source, and may recover the cost difference and related expenses from any unpaid balance due CONTRACTOR or by proceeding against performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by COUNTY shall be considered the prevailing market price at the time such purchase is made.

Articles or services, which upon delivery inspection do not meet specifications, shall be rejected, and CONTRACTOR will be considered in default. CONTRACTOR shall reimburse COUNTY for expenses related to delivery of non-specified goods or services.

Regardless of F.O.B. point, CONTRACTOR agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery; loss, injury, or destruction shall not release CONTRACTOR from any obligation hereunder.

SECTION 19. CONFIDENTIALITY OF INMATES/WARDS/PATIENTS/CLIENTS IDENTITY

Some of the Work to be performed under this Agreement may occur in secured facilities or facilities that require confidentiality. CONTRACTOR shall alert and inform its employees and agents that State law requires that the identities of inmates/wards/patients/clients be kept confidential.

Revealing the identities of inmates/wards/patients/clients is punishable by law.

SECTION 20. INTENT OF AGREEMENT DOCUMENTS

Some of the Work may require CONTRACTOR to work in in-patient care facilities. The intent of Agreement Documents will be to construct or reconstruct the hospital facilities for an individual Job Order in accordance with Title 24, California Code of Regulations. If any conditions develop that are not

covered by the Agreement Documents, wherein the completed Work shall not comply with said Title 24, California Code of Regulations, COUNTY shall develop a Job Order detailing any required Work, and shall submit it to OSHPD for approval prior to CONTRACTOR proceeding with the Work.

SECTION 21. BUILDING PERMITS

CONTRACTOR shall be responsible for all fees and costs incurred in connection with obtaining permits; however, COUNTY will reimburse CONTRACTOR for the actual cost of the permit or inspection fees, as part of the Job Order, with no additional allowance for overhead and profit.

SECTION 22. CODES AND REGULATIONS

All work, materials, and equipment shall be in full compliance with the 2013 edition of the California Building Code; California Plumbing Code; California Electrical Code; Cal/OSHA Safety Regulations; and all Federal, State and Local laws, ordinances, regulations, and Fresno County Charter Provisions applicable in the performance of the work.

SECTION 23. COORDINATION OF WORK

CONTRACTOR shall coordinate all work with COUNTY to minimize any interruptions to the normal operation of COUNTY operations, particularly interruptions to air conditioning, electrical services, alarm system, communications, and computer systems.

SECTION 24. WORK DAY

All work shall be set forth as part of the Job Order. Saturday and Sunday work will not be allowed except by written approval of COUNTY, and upon 48 hours advance notice. Payment requirements for shift differential and overtime shall be as set forth in the Collective Bargaining Agreement for the trade, on file with the State Department of Industrial Relations, Division of Labor Statistics and Research. Contractors are urged to contact the Prevailing Wage Unit at 415/557-0561 or 415/703-4281 for information on these requirements.

SECTION 25. SCHEDULE OF OPERATION

Time is of the essence in the performing of any Job Order under this Agreement. CONTRACTOR shall schedule the work in a manner that will progress to completion without interruption.

SECTION 26. COOPERATION BETWEEN CONTRACTORS

a. If separate work is being performed by other contractors, within or adjacent to the Project site, as may further be detailed in this Agreement, CONTRACTOR shall conduct the Work so as not to interfere with or hinder the progress of completion of the work being performed by the other contractors.

b. CONTRACTOR shall assume all liability, financial or otherwise, in connection with this Agreement, and shall protect and hold harmless COUNTY from any and all damages or claims (including attorney's fees and costs) arising because of inconvenience, delay, or loss experienced by CONTRACTOR because of the presence and operations of other contractors working within the limits of the same improvement. CONTRACTOR shall assume all responsibility for all Work not completed or accepted because of the presence and operations of other contractors.

c. CONTRACTOR shall arrange the Work and placement and disposal of the materials being used, so as not to interfere with the operations of other contractors within or adjacent to the limits of the Project site. CONTRACTOR shall join the Work with that of others in an acceptable manner, as necessary, and shall perform it in proper sequence to the work of other contractors.

SECTION 27. TEMPORARY FACILITIES

a. Water and Electricity: CONTRACTOR may connect to existing water and electricity available on the site, provided it is suitable to CONTRACTOR's requirements. Water and electricity costs shall be paid by COUNTY. CONTRACTOR shall bear all expenses for carrying the water or electricity to the appropriate locations, and for connecting or tapping into existing lines. CONTRACTOR

shall furnish fuel and other power for the operation of the heavy equipment, pneumatic tools, and compressors.

b. Toilet Facilities may be available on the site to the workers engaged in the performance of this Agreement. The use of such facilities may be revoked in the event of excess janitorial requirements, or at the discretion of COUNTY.

SECTION 28. FIRE PROTECTION AND FIRE INSURANCE

CONTRACTOR shall not perform any fire hazardous operation adjacent to combustible materials. Any fire hazardous operation shall have proper fire extinguishers 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 10-ABC fire extinguisher for each 9,000 square feet of project area or fraction thereof.

SECTION 29. DUST SEPARATION AND PROTECTIVE BARRICADES

When directed as part of an individual Job Order, CONTRACTOR shall erect temporary dust separation partitions and floor mats as necessary to confine dust and debris within the area of Work. CONTRACTOR shall post signs, and erect, and maintain barriers and warning devices for the protection of the general public and CONTRACTOR and COUNTY personnel.

CONTRACTOR shall provide adequate protection for all parts of the present buildings and its contents and occupants wherever Work under this Agreement is to be performed.

CONTRACTOR shall ensure that the health and welfare of occupants of the existing buildings shall not be affected by noises and fumes produced by the construction. CONTRACTOR shall avoid creating loud and unnecessary noise, shall reduce fumes to the greatest extent possible, and noise-producing Work shall be performed as far away from occupied areas as is consistent with the efficient conduct of the Work.

SECTION 30. DAMAGE TO EXISTING WORK

Damage to existing construction, equipment, and planting by CONTRACTOR in the performance of the Work shall be replaced or repaired and restored to original condition by CONTRACTOR at CONTRACTOR's expense.

SECTION 31.

PROTECTION OF ALARM, SECURITY, COMMUNICATIONS, AND COMPUTER SYSTEMS

CONTRACTOR shall be responsible for all costs incurred by COUNTY on these systems as a result of Work by CONTRACTOR or damage caused by CONTRACTOR's operations, including costs associated with false fire alarms caused by CONTRACTOR's operations.

SECTION 32. PARKING

COUNTY will provide parking spaces at the project site when parking is available. However, CONTRACTOR shall not rely on COUNTY to provide parking.

SECTION 33. RECORD DRAWINGS

CONTRACTOR shall be provided with xerox bond prints at no cost, upon which a record of all changes to the project plans shall be made. As the Work progresses, CONTRACTOR shall be responsible for and shall maintain a record of all deviations in the mechanical, electrical, plumbing, and other Work from that indicated on the plans. As a condition for considering the project complete, the record drawings must be delivered to the Engineer, and deemed acceptable.

SECTION 34. WARRANTY RESPONSE

In lieu of any time limits imposed or implied by the above-referenced Agreement Documents or stated in standard product warranties or special warranties, CONTRACTOR shall respond within 24 hours' notice from COUNTY that repairs or changes are required in connection with guaranteed Work, or equipment within the guarantee period.

SECTION 35. 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. CONTRACTOR shall promptly, and before the following conditions are disturbed, notify COUNTY, in writing, of any:

1. Material that 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.
2. Subsurface or latent physical conditions at the site differing from those indicated.
3. 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 Job Order.

b. COUNTY 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 CONTRACTOR's cost of, or the time required for, performance of any part of the work, shall issue an additional Job Order in accordance with the provisions of Section 1.12 of the General Conditions.

c. In the event that a dispute arises between COUNTY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the Work, CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all Work to be performed under the Agreement. 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.

SECTION 36. ASBESTOS CONTAINING MATERIAL (ACM)

When the Job Order requires CONTRACTOR not to remove ACM, CONTRACTOR shall exercise caution when working around ACM to prevent the release of ACM into the atmosphere.

If damage to ACM results in release of airborne asbestos fibers to the atmosphere, then control measures required by Federal and State regulations must be instituted at CONTRACTORs expense.

Any ACM damaged by CONTRACTOR's operations shall be repaired at CONTRACTOR's expense in accordance with applicable Federal, State, and local laws and regulations.

When the Job Order requires the removal of ACM, CONTRACTOR shall remove, transport, and dispose of either non-friable ACM or less than 100 square feet of friable ACM in accordance with Federal, State, and local statutes and regulations.

CONTRACTOR shall furnish project notification documents, employee information, equipment certifications, material specifications and samples, project work plan and air monitoring plan, and other project submittals or documentation as required by statute or regulation.

The methods for removal and disposal of either non-friable ACM or friable ACM selected by CONTRACTOR shall be approved by COUNTY before commencing removal operations. If, during the course of removal operations, COUNTY determines that removal methods used by CONTRACTOR result or may result in releasing airborne asbestos fibers to the atmosphere, CONTRACTOR shall immediately cease CONTRACTOR’s current ACM removal operations, and propose a new method for removal of ACM for the approval of COUNTY.

If removal of ACM results in release of airborne asbestos fibers to the atmosphere, then control measures required by Federal and State regulations must be instituted at CONTRACTOR’s expense.

Work area air monitoring may be required for individual Job Orders, at the discretion of COUNTY. Work area air monitoring shall be paid for by CONTRACTOR.

The Engineer reserves the right to require CONTRACTOR, at CONTRACTOR’s expense, to utilize a contractor certified by CONTRACTORs State License Board and registered with the Division of Occupational Safety and Health to remove and dispose of ACM, if, in the opinion of the Engineer based on CONTRACTOR's performance of ACM removal, only a certified and registered contractor would possess the technical skills and resources required to remove the ACM.

At CONTRACTOR's option, removal and disposal of non-friable ACM or friable ACM where removal and disposal may result in release of airborne asbestos fibers to the atmosphere may be subcontracted to a contractor certified by CONTRACTOR's State License Board and registered with the Division of Occupational Safety and Health.

SECTION 37. TERMINATION OF AGREEMENT

This Agreement may be terminated for the following reasons:

A. Non-Allocation of Funds. The terms of this Agreement, and the services to be provided, are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, the services provided may be modified, or this Agreement terminated at any time without penalty by giving CONTRACTOR thirty (30) days' advance written notice.

B. Breach of Contract. COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of COUNTY there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete report submitted to COUNTY; or
4. Improperly performed services.

In no event shall any payment by COUNTY constitute a waiver by COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Such payment shall not impair or prejudice any remedy to COUNTY with respect to the breach or default. COUNTY shall have the right to demand of the CONTRACTOR the repayment to COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of COUNTY, were not expended in accordance with the terms of this Agreement. CONTRACTOR shall promptly refund any such funds upon demand.

C. Without Cause. Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY by giving thirty (30) days advance written notice of an intention to terminate to CONTRACTOR. In the event of such termination, COUNTY shall pay CONTRACTOR for satisfactory services or supplies provided up until the date of termination.

SECTION 38. HOLD HARMLESS AND INDEMNIFICATION

CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request, defend COUNTY, its officers, agents and employees, from any and all costs and expenses (including attorney's fees and costs), claims, suits, liabilities, losses and damages occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, subcontractors, assigns, or employees under this Agreement. The provisions of this Section 38 shall survive the termination or expiration of this Agreement.

SECTION 39. INSURANCE

Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars ($2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars ($4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverage including

completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.

C. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

D. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R. N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars ($1,000,000.00) per occurrence, Three Million Dollars ($3,000,000.00) annual aggregate. This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

E. Property Installation Floater

CONTRACTOR shall procure and maintain at CONTRACTOR’s sole cost and expense, Property Installation Floater which provides for the improvement, remodel, modification, alteration, conversion, or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structures, machinery, or equipment damaged, impaired, broke, or destroyed during the performance of the work, including during transit, installation, and testing at COUNTY’s site. The policy must name COUNTY as an additional loss payee and must include applicable endorsements.

F. All-Risk Insurance

CONTRACTOR shall procure and maintain at CONTRACTOR's sole cost and expense, Builders Risk Course of Construction insurance, including fire and vandalism coverage, covering the entire work (including any COUNTY furnished material and equipment) against loss or damage until

completion and acceptance by COUNTY. Such insurance shall be for each Job Order in an amount up to the value of each Job, and endorsed for broad form property damage, breach of warranty, demolition costs, and debris removal. COUNTY will permit a deductible not exceeding 5%. The policy must cover CONTRACTOR, CONTRACTOR's subcontractors, COUNTY, its agents, the awarding entity, and any Trustee, under the indenture or trust agreement securing the bonds, certificates of participation, or other evidence of indebtedness issued to finance the work contemplated herein. The value of the policy shall be in U.S. currency.

G. Bonds

CONTRACTOR shall furnish to COUNTY a payment bond and performance bond, each in the amount of 100% of the Maximum Contract Amount, which shall meet the requirements of all applicable statutes, including but not limited to those specified in Public Contract Code section 20129 and Civil Code section 9554; all bonds shall be submitted in triplicate.

Additional Requirements Relating to Insurance

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming 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. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR’s policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and employees any amounts paid by the policy of worker’s compensation insurance required by this Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but CONTRACTOR’s waiver of subrogation under this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

Within thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to COUNTY of Fresno, Facility Services, Attn: Facility Manager, 4590 E. Kings Canyon Road, Fresno, CA 93702, stating that such insurance coverage have been obtained and are in full force; that COUNTY of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to recover from COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names 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 COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of an FSC VII or better.

CONTRACTOR shall ensure that any subcontractors or other agents used in fulfilling the terms and obligations of this Agreement shall have the same level of insurance and indemnification required of CONTRACTOR.

SECTION 40. SECURITY

Security is of great concern to COUNTY. Failure to comply with the security requirements listed below will be considered a breach of contract, and may result in termination of this Agreement and any Job Order for default.

CONTRACTOR's personnel shall cooperate with all COUNTY security personnel at all times, and shall be subject to and conform to COUNTY security rules and regulations, including, but not limited to COUNTY security rules and procedures, as detailed in Attachments B through E Any violations or disregard of these rules may be cause for denial of access to COUNTY property.

The background checks required, and policies listed below, may change throughout the life of this Agreement. It is CONTRACTOR'S responsibility to request updates from COUNTY. All of CONTRACTOR'S employees, agents, and subcontractors must read the policies listed below.

Please see the following Attachments:

1. Attachment B – Probation Juvenile Detention Facilities – No Hostage Policy.
2. Attachment C – Fresno Sheriff – Coroner's Office (FSCO) Jail Detention Facilities – No Hostage Policy.
3. Attachment D – The Prison Rape Elimination Act.
4. Attachment E – Background Investigations & Identification (ID) Badges.

Security provisions will be strictly enforced. All parties who are required to perform their individual services at the site shall be limited to the area required to complete the Work. Such access shall be obtained by notification to the Facilities Services Manager or his designee, of the time and place, prior to commencing the Work.

All keys used during construction shall be numbered. Each key issued shall be recorded, and its prompt return shall be strictly enforced. Duplication of any keys issued is strictly prohibited. These keys shall be returned to COUNTY's representative at the end of each working day, when required.

Some of the Projects to be done under this Agreement may be in secured facilities such as jails. Prior to commencement of Work, CONTRACTOR, including all Subcontractors and Contractors, shall obtain security clearances for all employees that will be working or making deliveries to the sites.

When Work is performed in secured facilities, it is incumbent upon CONTRACTOR to alert all workmen of the necessity for extreme care in accounting for, and keeping all areas free of any and all types of hand tools, power tools, small parts, scrap material, and all other materials which might be concealed upon the person of an inmate/ward/patient, at all times when such tools and materials are not used for the task at hand.

Each Work area shall be kept clean and in order both during working hours and at the completion of the working day.

SECTION 41. MODIFICATION

This Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder.

SECTION 42. NON - ASSIGNMENT

CONTRACTOR shall not assign, transfer, or subcontract this Agreement, or any of its respective rights or duties hereunder without the prior written consent of COUNTY.

SECTION 43. AUDITS AND INSPECTIONS

CONTRACTOR shall at any time during business hours, and as often as COUNTY may deem necessary, make available to COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. CONTRACTOR shall, upon request by COUNTY, permit COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement. If this Agreement exceeds ten thousand dollars ($10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

SECTION 44. NOTICES

The persons and their addresses having authority to give and receive written notices under this Agreement include the following:

COUNTY OF FRESNO	**CONTRACTOR**
County of Fresno - ISD Director of Internal Services/ Chief Information Officer 333 W Pontiac Way, Clovis, CA 93612	Heritage General 5431 E. Atchison St. Fresno, CA 93727 ATTN: Maria E. Ramos

All notices between COUNTY and the CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three (3) COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one (1) COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

SECTION 45. LEGAL AUTHORITY

Each individual executing this Agreement on behalf of CONTRACTOR hereby covenants, warrants, and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such entity, e.g. (without limitation), corporation, limited liability company, limited partnership, partnership or sole proprietorship, in accordance with all applicable formalities and

under California law; (ii) that this Agreement is binding on such entity; and (iii) that CONTRACTOR (as applicable) is a duly organized and legally existing corporation, limited liability company, limited partnership, partnership or sole proprietorship in good standing in the State of California.

SECTION 46. GOVERNING LAW

Venue for any action arising out of or relating to this Agreement shall only be in Fresno County, California. The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

SECTION 47. DISCREPANCIES

If CONTRACTOR, at any time, discovers a mistake or discrepancy in a Job Order, CONTRACTOR shall not proceed with the affected Work until such correction has been made by COUNTY.

1. In resolving conflicts resulting from errors or discrepancies pursuant to this Agreement, the order of precedence shall be as follows:
    A. Permits from other agencies as may be required by law
    B. Permits issued by COUNTY
    C. Changes to Job Orders
    D. Job Orders
    E. This Agreement
    F. Addenda
    G. Scope of Work
    H. Technical Specifications
    I. Construction Task Catalog®
    J. Reference Specifications

2. **Division of Agreement Documents** - For convenience of reference and to facilitate the letting of independent contracts, the Agreement Documents may be separated into certain sections; such separation shall not operate to oblige the Director only or designee to establish the limits of any contract between CONTRACTOR and Sub-Contractor, each of whom shall depend upon his/her own contract stipulations. This Agreement shall apply with equal force to all Work, including extra Work.
3. **Discrepancies** - Should CONTRACTOR, at any time, discover a mistake in any of the Agreement Documents or any discrepancy therein, or any variation between dimensions on the Agreement Documents and measurements at site, or any missing dimensions or other information, CONTRACTOR shall report at once to the Director for correction, and shall not proceed with the affected Work until such correction has been made.
4. **Shop Drawings** - Mill drawings, shop drawings, setting diagrams, schedules, maker's specifications, and illustrations requisite for the various parts of the Work shall be provided, and promptly submitted by CONTRACTOR. These shall be submitted in duplicate or as directed, shall be corrected if necessary, and resubmitted until review by the Director is complete, after which corrected copies of each shall be filed with him and the necessary additional copies supplied for use in connection with the Work. Corrections or comments made on the shop drawings during this review do not relieve CONTRACTOR of his/her responsibility to comply with the requirements of the drawings and specifications. This review is only to check for general conformance with the design concept of the project and general compliance with the Agreement Documents. CONTRACTOR remains responsible for: confirming and correlating all dimensions and quantities; selecting fabrication processes and techniques of construction; coordinating the work of the trades; and performing the work in a safe and satisfactory manner
5. **Trade Names and Alternatives** - The intent of the specifications is to specify high-grade standard equipment, and it is not the intent of these specifications to exclude or omit the products of any responsible manufacturer, if such products are equal in every respect to those mentioned herein. Wherever an article, or any class of materials, is specified by the trade name

or by the name of any particular patentee, manufacturer, or dealer, it shall be taken as intending to mean and specify the article of material described or any other equal thereto in quality, finish, and durability, and equally as serviceable for the purpose for which it is, or they are intended.

6. **Materials** - All materials, unless otherwise specified, shall be new and of good quality, proof of which shall be furnished by CONTRACTOR; in case of doubt as to kind or quality required, samples shall be submitted to the Director who will specify the kind and use of the material appropriate to the location and the function of the item in question, and CONTRACTOR shall furnish such accordingly.

SECTION 48. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

Members of CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that they are a party to while CONTRACTOR is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which CONTRACTOR is a party and in which one or more of its directors has a material financial interest. Members of CONTRACTOR'S Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form (Attachment F, and revised and/or resubmitted to COUNTY prior to commencing with any self-dealing transaction or immediately thereafter).

SECTION 49. LIQUIDATED DAMAGES

It is understood and agreed by both parties to this Agreement that if all the work specified or indicated in the Job Order is not completed within the specified time frames set forth in the Job Order, or within such time limits as extended, damages will be sustained by COUNTY in the event of and by reason of such delay. It is, and will be, impractical and extremely difficult to determine the actual damage which COUNTY will sustain by reason of the delay. It is therefore agreed that CONTRACTOR

will pay, at a minimum, to COUNTY the sum of money stipulated per day in the Job Order for each day's delay in completing the work beyond the time prescribed.

COUNTY shall determine the application of liquidated damages, and the value of liquidated damages. Each Job Order shall state whether liquidated damages will be applied. COUNTY may withhold liquidated damages from payments to CONTRACTOR as such damages accrue, or, at COUNTY's discretion, withhold liquidated damages from any payments due or that become due pursuant to a Job Order, including Retention and final payment (pursuant to Government Code §53069.85). COUNTY shall execute a credit Job Order to assess liquidated damages against CONTRACTOR.

SECTION 50. CONSISTENT FEDERAL INCOME TAX POSITION

CONTRACTOR acknowledges that the JJC has been acquired or improved (and is situated on land that has been acquired) using net proceeds of governmental tax-exempt bonds ("Bond-Financed Facility"). CONTRACTOR agrees that, with respect to this Agreement and the Bond-Financed Facility, CONTRACTOR is not entitled to take, and shall not take, any position (also known as a "tax position") with the Internal Revenue Service that is inconsistent with being a "service provider" to the COUNTY, as a "qualified user" with respect to the Bond-Financed Facility, as "managed property," as all of those terms are used in Internal Revenue Service Revenue Procedure 2016-44 and 2017-13, as applicable, and to that end, for example, and not as a limitation, CONTRACTOR agrees that CONTRACTOR shall not, in connection with any federal income tax return that they file with the Internal Revenue Service or any other statement or information that it provides to the Internal Revenue Service, (a) claim ownership, or that it is a lessee, of any portion of the Bond-Financed Facility, or (b) claim any depreciation or amortization (as referenced in Internal Revenue Service Revenue Procedure 2016-44) or amortization deduction (as referenced in Internal Revenue Service Revenue Procedure 2017-13), investment tax credit, or deduction for any payment as rent with respect to the Bond-Financed Facility.

SECTION 51. ELECTRONIC SIGNATURES

The parties agree that this Agreement may be executed by electronic signature as provided in this section. An “electronic signature” means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

SECTION 51. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter hereof, and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Heritage General

(Authorized Signature)

Maria E. Ramos - Vice President
Print Name & Title

5431 E. Atchison St.
Fresno, CA 93727

COUNTY OF FRESNO

Brian Pacheco,
Chairman of the Board of Supervisors of the County of Fresno

Heritage General

(Authorized Signature)

Rodolfo M. Ramos - President
Print Name & Title

5431 E. Atchison St.
Fresno, CA 93727

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

By:

FOR ACCOUNTING USE ONLY:
FUND: 1045
SUBCLASS: 10000
ORG No.: 8935
Account No.: 7295

SCOPE OF WORK

SCOPE OF WORK AND PROCEDURE FOR ORDERING WORK

a. Scope of Work

1. The Construction Task Catalog® contains construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material, and equipment prices and are for the direct cost of construction.
2. The Contractor will be required to work at any of the County's facilities. The County makes no commitment as to the award of individual Job Orders. All costs associated with preparing Job Order Proposals shall be the responsibility of the Contractor.
3. Work or performance shall be made only as authorized by Job Orders issued in accordance with this Scope of Work. The Contractor shall furnish to the County, the supplies or services specified in the Job Orders up to and including the Maximum Contract Value. The County shall give the Contractor the opportunity to perform at least the Minimum Contract Value of construction services designated in the Agreement Documents.
4. The Scope of Work of this Agreement shall be determined by individual Job Orders. The Job Order will reference the Detailed Scope of Work, and set forth the Job Order Completion Time, and the Job Order Price. The Job Order Price is determined by multiplying the preset Unit Prices by the appropriate quantities and by the appropriate Adjustment Factor. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. A separate Job Order will be issued for each project. Extra work, credits, and deletions will be contained in additional Job Orders. The Contractor shall provide all pricing, management, design drawings, shop drawings, documents, Work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment needed to complete the Job Order. The Contractor shall provide quality assurance as specified in strict accordance with the Agreement. The Contractor shall also be responsible for site safety as well as site preparation and cleanup.
5. The Contractor shall conduct the Work in strict accordance with the Agreement, and all applicable federal, state, and local laws, regulations, or codes.
6. Contractor shall maintain accurate and complete records, files, and libraries of documents, to include federal, state, and local regulations, codes, applicable laws listed herein, and manufacturers' instructions and recommendations, which are necessary and related to the Work to be performed.
7. Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. The Contractor shall provide: materials lists to include trade names and brand names, and model materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary for a complete job.
8. All Work will be ordered and funded when needed in accordance with the procedures contained in the Contract Documents.
9. All Work will be controlled and monitored by the County or designated representative.
10. The design of architectural, structural, mechanical, electrical, civil, or other engineering features of the Work required by the Agreement shall be accomplished or reviewed and approved by architects or engineers registered in the State of California to practice in the

particular professional field involved.

11. In addition to the Work unit requirements in the General Requirements, Contract Technical Specifications, Volume 3, and the Construction Task Catalog® (CTC), Volume 4, the County may, from time to time, require Non Pre-priced (NPP) Tasks. The parties shall proceed with these requirements in accordance with the Procedure for Ordering Work contained in Section (b), herein. These NPP Work unit requirements will be incorporated in individual Job Orders, and the Contractor shall accomplish those requirements with the same diligence as those Work units incorporated in this Agreement in the Construction Task Catalog® and Technical Specifications.

b. Procedure for Ordering Work

1. As the need for Work arises, the County will notify in writing the Contractor of the Work.
2. Upon receipt of this notification, the Contractor shall respond within one working day by:
   (a) Establishing verbal contact with the County to further define the scope of the requirement, and
   (b) Visiting the proposed Work site in the company of the County, and participating in the conduct of a Joint Scope Meeting, which will include discussion and establishment of the following:
      (1) Project number and title
      (2) Existing site conditions
      (3) Methods and alternatives for accomplishing Work
      (4) Definition and refinement of requirements
      (5) Detailed Scope of Work
      (6) Requirements for design drawings, sketches, shop drawings, submittals, etc.
      (7) Tentative construction schedule
      (8) Preliminary quantity estimates
      (9) Access to the site and protocol for admission
      (10) Hours of operation
      (11) Staging area
      (12) Liquidated damages
      (13) Presence of hazardous materials
      (14) Proposal due date

3. Upon completion of the Joint Scope Meeting, 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 County will issue a Request for Job Order Proposal (RFJOP) and Detailed Scope of Work, which requires that the Contractor prepare a Proposal for the Work under consideration. The Detailed Scope of Work, unless modified by both the Contractor and the County, will be the basis on which the Contractor will develop its Job Order Proposal, and the County 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.

4. The County may, at its 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 County cannot agree on the quantities required, or for any other reason as determined by the County. In all such cases, the County shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of work to the actual quantities.

5. The Contractor will prepare the Job Order Price Proposal in accordance with the following:

   (a) Pre-priced Work requirements. A Pre-priced Task is a task described and for which a Unit Price is set forth in the Construction Task Catalog®. Pre-priced Work requirements will identify the type and number of Work units required from the Construction Task Catalog® (CTC). The price per unit set forth in the CTC shall serve as the base price for the purpose of the operation of this provision. The total of the Job Order Price Proposal shall be the sum of the cost of each applicable CTC task, which is calculated according to the following formula:

   A= Number of Units Required for CTC Task B= Applicable Adjustment Factor

   C= CTC Price per Unit Cost of CTC Task

   A x B x C

   (b) The Contractor's Job Order Proposal shall include support documentation to indicate that adequate engineering and planning for the requirement have been done, and that the Work units and quantities proposed are reasonable for the tasks to be performed. Documentation to be submitted with the Job Order Proposal shall include, but not be limited to, the Job Order Price Proposal, design drawings, calculations, catalog cuts, specifications, and architectural renderings, Subcontractor list, and construction schedule. Any Job Order Proposal lacking the required items will be considered incomplete, and shall be returned and treated as if never received. Job Order Proposals submitted to the County are valid for the duration of the Agreement.

   (c) Non Pre-priced Work Requirements: Non Pre-priced Work shall be separately identified and submitted in the Job Order Price Proposal. Information submitted in support of Non Pre-priced Work shall include, but not be limited to, the following:

      (1) Complete specifications and technical data, including Work unit content, support drawings, Work unit costs data, quality control and inspection requirements.

      (2) Work schedule in written form.

      (3) Pricing data submitted in support of Non Pre-priced work units shall include a cost or price analysis report, establishing the basis for selecting the approach proposed to accomplish the requirements. Unless otherwise directed by the County, costing data will be submitted, demonstrating that the Contractor sought and received three quotes. The Contractor shall provide an installed unit price (or demolition price if appropriate), which shall include all costs required to accomplish the Non Pre-priced Task.

      (4) If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-Priced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, the Contractor shall submit three independent quotes from subcontractors.

      The Contractor shall not submit a quote from any subcontractor or materialman that the Contractor is not prepared to use. County may require additional quotes if

the subcontractors or materialmen are not acceptable, or if the prices are not reasonable. If three quotes cannot be obtained, the Contractor shall provide County with a written explanation. If the explanation is accepted by County, the Contractor may provide less than three quotes.

(5) The final price submitted for Non Pre-priced (NPP) Tasks shall be according to the following formula:

Contractor Performed Duties

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

Equipment costs (other than small tools)

C= Lowest of three independent quotes for all materials

Total Cost for self-performed work = (A+B+C) x 15% (Only if A & B cannot be priced out of the CTC) For Work performed by Subcontractors:

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

D = Subcontractor Costs (supported by three quotes)

Total Costs of Non-Pre-Priced Task = D x 15%

(6) The County will evaluate the entire Proposal and proposed Work units, and compare these with the County's estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the nature and number of Work units proposed. The County will determine whether the Contractor's Job Order Price Proposal is in line with its own estimate.

(7) After using a Non Pre-priced item on three separate Job Orders, the unit price for the work item will be established, following approval by the County, and fixed as a permanent pre-priced item, which will no longer require price justification.

(8) The County's determination as to whether an item is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to the Contractor.

(9) Whenever, because of trade jurisdiction rules or small quantities, the cost of a minor task in the Job Order Price Proposal is less than the cost of the actual labor and materials to perform such task, the County 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 $1,000.00.

(d) Processing Time Limits

(1) Request for Proposal Submittal. Contractor shall submit the Job Order Proposal to the County on or before the due date stated in the RFJOP (14 days maximum unless otherwise specified).

(2) Request for Information Submittal. Contractor shall make a thorough analysis of each Job Order, and submit all Requests For Information (RFI's) within 7 days after issuance of any RFJOP. Submission of RFI's shall in no way extend the proposal due date unless deemed necessary by the County.

(3) Job Order Price Proposal Review. Contractor's Project Manager or agent shall be

available for Job Order Price Proposal review meetings within 24 hours of being notified by the County (via fax, e-mail, or telephone). After review of the Job Order Price Proposal, Contractor shall remove all inappropriate line items and adjust quantities as directed by the County.

(4) Job Order Price Proposal Modification. Only on the Contractor's second Job Order Price Proposal shall he/she be granted the opportunity to add new valid line items that may have been omitted from the first Job Order Price Proposal. Contractor shall submit a revised Job Order Price Proposal within 24 hours of Job Order Price Proposal review meeting (unless otherwise specified). Upon review of revised Job Order Price Proposal, the Contractor shall remove all line items or adjust quantities deemed inappropriate by the County, and re-submit the Job Order Price Proposal within 24 hours. No new line items may be added to the Job Order Price Proposal. No quantity increases or added modifiers will be accepted unless agreed to in writing by the County during the second Job Order Price Proposal review meeting.

(5) The County reserves the right to reject a Contractor's Job Order Proposal or cancel a project for any reason. The County reserves the right to issue a Notice to Proceed to the Contractor without having a mutual agreement on a final Job Order Price, and that the Contractor will be paid by multiplying the actual quantities used by the appropriate Construction Task Catalog® Unit Price and the applicable Adjustment Factors. Non Pre-priced (NPP) Tasks will be priced according to the formula set forth in Section 1.22 b 4 (c) of these General Conditions. The County also reserves the right to not award a Job Order if it is determined to be in the best interests of the County, or the proposed cost exceeds the County's estimate. The County may perform such work by other means. In these instances, the Contractor has no right of claim to recoup Job Order Proposal expenses, including but not limited to, the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job Order Proposal with the County.

(6) Unilateral Job Order – The County reserves the right to issue Job Orders based on the County's Job Order Price Proposal for a specified Detailed Scope of Work (DSOW).

(e) By submitting a signed Job Order Proposal to the County, the Contractor is agreeing to accomplish the Work outlined in the Detailed Scope of Work in accordance with the RFJOP at the lump sum price submitted for that particular Job Order. The Contractor shall include the necessary tasks and quantities in the Job Order Price Proposal and apply the appropriate Adjustment Factor(s) prior to delivering it to the County. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Task (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks. The Job Order Price shall be the value of the approved Job Order Price Proposal.

(f) The County will evaluate the entire Job Order Priced Proposal and compare these with the County's estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed.

(g) The Contractor may choose the means and methods of construction; subject however, to the County's right to reject any means and methods proposed by the Contractor that:

(1) Will constitute or create a hazard to the work, or to persons or property;

(2) Will not produce finished Work in accordance with the terms of the Agreement; or

(3) Unnecessarily increases the price of the Job Order when alternative means and methods are available.

(h) Each Job Order provided to the Contractor shall reference the Detailed Scope of Work, and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Agreement shall be applicable to any Job Orders issued under this clause. Job Orders will be written on an appropriate form. The Job Order, which must be signed by the County, constitutes the County's acceptance of the Contractor's Proposal. A signed copy will be provided to the Contractor.

(i) Except in an "emergency response" the Contractor is not to proceed with any Job Order without having required permits and a Notice to Proceed (NTP) signed by the Contract Manager.

(j) In the event that "immediate emergency response" is necessary, the County may elect to use an alternative procedure for such type of Job Orders, as long as the alternative procedure is not substantially more burdensome to the Contractor than the procedure described in this section.

(k) All Proposals submitted by the Contractor are valid for the duration of the Agreement.

c. Measurements to be Verified

Before ordering any material or doing any Work, the Contractor shall verify all measurements at the site of a specific Job Order, and shall be responsible for the correctness of the measurements. No extra charge or compensation will be allowed based on the difference between actual dimensions and the measurements indicated in the Request for Proposal.

d. Contractor's Responsibility

It is the Contractors' responsibility to verify any and all such items prior to submission of the Job Order Proposal. Contractors are also cautioned that any Job Order awarded is for all services or Work, as necessary, to repair, and construct the facilities covered by the Agreement in accordance with all Agreement terms and conditions. It shall also be the duty and responsibility of the Contractor to manage and conduct the required Work in the most effective and efficient manner possible and meet or exceed minimum critical rates or standards.

In addition, the County will not entertain claims for additional money, when such claim is based upon a contention the Agreement fails to mention a specific item or component of facility covered by the Job Order and the Work is required in the normal course of operations. For example, surfaced area repair statements may not mention culverts. However, culverts are a normal component of roads, streets, or erosion controls and are shown on plots or maps provided. As culverts are a normal component of the system, the Contractor shall be responsible for providing all necessary repair, or replacement Work or service.

e. Pre-Construction Conference

Before the issuance of the first Job Order under this Agreement, a conference will be conducted by the County to acquaint the Contractor with County's procedures that are to be observed during the execution of the Work, and to develop mutual understanding relative to the administration of the Agreement.

f. Computer and Communications Equipment Requirements

The Contractor shall maintain at its office for its use a computer with, at a minimum, a 1 GHz processor and an internet connection. The Contractor shall maintain individual email accounts for each of its project managers.

g. Job Order Contracting Software and License Fee JOC Software and System License

The County of Fresno selected The Gordian Group's (Gordian) Job Order Contracting (JOC) system

for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary eGordian®, JOC Software, JOC applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Agreement, including the preparation and submission of Job Order Proposals, subcontractor lists, and other requirements specified in the general conditions and as may be requested by the County of Fresno. The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement, and shall pay a 1% JOC System License Fee on all Work awarded to Contractor by the County for access to the Gordian JOC Solution™.

NO HOSTAGE SITUATIONS

California Code of Regulations

Subject: Hostage Situations

Policy Number: 326.0

Page: 1 of 2

Date Originated: April 1, 2004

Date Revised: February 1, 2008

It is imperative for the safety and security of all persons within Juvenile Justice Campus (JJC) facilities, as well as for those in the community, that minors are not allowed to leave the secure confines of the facilities by the taking of a hostage(s). If successful in securing a release through these means minors would be much more likely in the future to use this practice again in an attempt to escape the confines of the facilities. This would put those visiting and working at the JJC at higher level of risk and would jeopardize the safety of the community if the minor was in fact successful in securing his/herrelease.

The JJC is a “no-hostage” facility. This means that minors will not be released from custody under any circumstances due to the taking of a hostage(s). Any staff person taken hostage, no matter what their rank or status, immediately loses their authority and any orders issued by that person will not be followed.

I. HOSTAGE SITUATION PROCEDURES

A. If any minor(s) and/or other person(s) in the facility attempt to hold any person hostage, and they do not respond to verbal commands to stop staff will immediately notify the Watch Commander. He/she will respond to the location and assess the situation. If a hostage situation is in progress the Watch Commander will:

1. Summon assistance from other officers as required.
2. Establish a secure perimeter around the hostage takers and allow no one to pass into it for any reason without authorization. Risks should not be taken that might allow the taking of additionalhostages.
3. Evacuate all non-essential persons at the scene to a safe location or any housing pod that is not directly involved in theincident.
4. Direct officers to place minors in uninvolved housing pods in their rooms and have them remain there until directed otherwise. Minors outside of housing pods will remain in place under officer supervision until it is safe to return to their respective housing pods or any housing pod that is not directly involved in the incident.
5. Immediately notify the Director or the Probation Services Manager/Assistant Director in his/her absence and confer with higher authority as to action to be taken. Administration in turn will notify theChief.

B. The Fresno Sheriff's Dispatch Center (488-3111) will be notified immediately and a request for a trained hostage negotiator and other emergency personnel will be made as needed. Prior to the arrival of the Sheriff Department's hostage negotiator the Watch Commander will attempt to ascertain:

1. The number and identity of both the hostages and hostage takers;
2. Any known weapons possessed by the hostage takers;
3. The demands of the hostage takers.

C. The Watch Commander will retain and direct departing custody officers, as well as, available Probation peace officer staff to assist with security and safety needs, as necessary. Additional Juvenile Correctional Officers should be called in as may be needed to insure the safe and secure operation of the facility.

D. The Watch Commander will coordinate with the Sheriff's Department all activities taken to resolve the hostage situation, including the use of appropriate force, and will maintain control of the facility until relieved of that duty by the presence of a Probation Services Manager/Assistant Director, Director, or the Chief Probation Officer.

E. Once the hostage situation has been resolved the minors involved should be housed in the most secure setting available and all appropriate charges should be filed.

F. Each officer and/or non-sworn staff member who was involved or observed the incident will complete an incident report and if required, the appropriate critical incident evaluation report(s) regarding the details of the incident prior to the end of his/her shift. (See Incident Report, located in JAS Probation View, under "Word Templates".)

G. The Watch Commander will prepare a Critical Incident Investigation Report, using the Critical Incident Evaluation Report - Page 2 report form and the critical incident evaluation report(s) completed by the reporting persons at the time of the incident.

II. PARENTAL AND MEDIA INFORMATION

A. Attempts will be made at the direction of Administration to reach the families of the hostages to advise them of the situation. Notification will also be made to the parents of the hostage takers as deemed appropriate.

B. All media inquiries will be referred to the Chief's office per departmental policy.

III. SECURITY AND OPERATIONAL REVIEW

Once the incident has been resolved a team will be established to conduct a security and operational review of the incident. The review will be conducted within 2 days of the resolution of the incident. The review team will be comprised of the facility administrator and/or facility Director, Probation Services Manager/Assistant Director and Supervising Juvenile Correctional Officers who are relevant to the incident. The team will review the circumstances leading up to the incident and any necessary corrective action necessary to insure that such an incident does not repeat itself.

FRESNO COUNTY SHERIFF'S OFFICE
JAIL DIVISION POLICIES AND PROCEDURES

TITLE: HOSTAGE SITUATIONS NO: B-130
FILE: HOSTAGE

EFFECTIVE DATE: 12-18-89 REVISED: 08-06-90, 12-25-94, 05-06-96, 09-01-99, 12-01-10

AUTHORITY: Sheriff M. Mims APPROVED BY: Assistant Sheriff T. Gattie

REFERENCE: California Code of Regulations, Title 15, Section 1029(a)(7)(B) and Penal Code Section 236.

PURPOSE:

The purpose of this policy is to establish procedures which provide for the resolution of a hostage-taking incident while preserving the safety of staff, public, inmates, and hostages, and maintaining facility security.

POLICY:

The Fresno County Sheriff's Office Jail Division maintains a **NO HOSTAGE FACILITY** and will not consider bargaining with hostage takers for ANY reason.

It is the policy of the Fresno County Sheriff's Office Jail Division that once any staff member is taken hostage, they immediately lose their authority and any orders issued by that person will not be followed regardless of their rank or status.

It is the policy of the Fresno County Sheriff's Office Jail Division that the primary responsibility of all staff members in a hostage situation is to protect every person involved, if possible, from serious injury or death.

PROCEDURES:

I. DEFINITION

HOSTAGE SITUATION: any staff member, citizen or inmate held against their will by another person for the purpose of escape, monetary gain or any reason which may place an individual in danger of losing life or suffering serious injury.

II. NOTIFICATIONS, CONTAINMENT AND CONTROL OF THE SITUATION

FRESNO COUNTY SHERIFF'S OFFICE
JAIL DIVISION POLICIES AND PROCEDURES

TITLE: HOSTAGE SITUATIONS NO: B-130
FILE: HOSTAGE

A. Emergency procedures and notifications shall be implemented as per Emergency Planning procedures (B-101/FILE: EMERGENCY).

B. The Watch Commander will notify the Patrol Watch Commander and apprise them of the incident. The Patrol Watch Commander may be requested to activate the Crisis Negotiations Team (CNT), outside support agencies, equipment, personnel, and dispatch a detective to the scene for the crime report.

III. DURING NEGOTIATIONS

A. While at the scene, the CNT members will conduct all verbal or written communications between the hostage taker(s) and the Incident Commander. CNT will immediately notify the Incident Commander of any changes in the following situations:

1. Hostage status

2. Incident changes and developments

3. Hostage taker demands

4. Any and all pertinent information concerning the incident

B. Staff members at the scene not actively involved with negotiations will not act or speak out to the hostage taker(s) or hostages.

C. The Tactical Commander will formulate a plan to take the necessary actions, using the appropriate force, to terminate the hostage situation in the event negotiations fail. Hostage safety will be of paramount concern.

IV. HOSTAGE SURVIVAL STRATEGIES

A. If taken hostage, it is important to make the transition from being a victim to being a survivor. The following are not strict rules that must be rigidly followed, but rather general guidelines. There will always be exceptions.

1. Regain/maintain composure. Try to be calm, focused and clear-headed

at all times. Do not stand out from other hostages. Drawing unnecessary attention increases the chance of being singled out and victimized.

2. Maintain a low-key, unprovocative posture. Overt resistance is usually counterproductive in a hostage situation.

   a. Remain calm and follow instructions. Comply with the hostage takers when at all possible.

   b. Be stoic. Maintain an outward face of acceptance of adversity with dignity. Avoid open displays of cowardice and fear. Inmates will view frailty and feebleness as weakness, which may lead to victimization.

   c. Do not antagonize, threaten or aggravate the hostage takers. Avoid saying "no", or arguing with the hostage takers. Do not act authoritative. The hostage takers must make it known that they are in charge.

   d. Eye contact may be regarded as a challenge; make eye contact with the hostage takers sparingly.

   e. Fight off basic instincts, such as anger and hostility. Be polite and remain alert. Speak normally and don't complain.

3. Hostages should try to establish a level of rapport or communication with their captors in attempt to get the captors to recognize them as human beings.

   a. Find a mutual ground, an association with the hostage takers. Foster communication on non-threatening topics (e.g., family, hobbies, sports, interests).

   b. Use the captors' first names, if known. However, if hostage takers are attempting to conceal their identity, do not give any indication that they are recognized.

   c. Listen actively to the captors' feelings and concerns, but never praise, participate in, or debate their "cause". If they want to talk about their cause, act interested in their viewpoints. Avoid being overly solicitous, which may be viewed as patronizing or insincere.

   d. Do not befriend the inmates; such an attempt will likely result in

exploitation.

e. Try asking for items that will increase personal comfort. Make requests in a reasonable, low-key manner.

4. Be prepared to be isolated and disoriented.

a. Do not talk to other hostages. The hostage takers may think a plot is being formed.

b. Develop mind games to stimulate thinking and maintain mental alertness.

5. Be tolerant of fellow hostages. Just as each person has different reactions to stress, each individual will have different methods of coping as a hostage. Some methods are not effective and may endanger the group, or be annoying to other hostages (e.g., constant talking). Try to help these people cope in other ways.

6. Gather intelligence. Hostages should take in and store as much detail, about their captors as possible without drawing attention to their efforts. Make mental notes and attempt to gather the following information: identification of the ring leader, the number of hostage takers, the type of weapons they are using, their tactics, location within the area, etc.

7. Maintain hope. Depending on the circumstances, resolution of hostage situations can be a lengthy process.

B. Stay away from doors and windows through which rescue teams may enter or shoot. If a rescue is attempted, drop to the floor and keep hands in view.

C. If there is a chance to escape, the hostage should be certain of their success.

1. Balance the likely payoff of any behavior with the possible consequences. Hostage takers may use violence or death to teach a lesson.

2. Realize that Central Control will not open any doors for anyone.

D. Hostages should be aware of the "Stockholm Syndrome", whereby hostages

begin to show sympathy toward their captors. Hostages who develop Stockholm Syndrome often view the captor as *giving life* by simply not taking it. Such hostages often misinterpret a *lack of abuse* as kindness and may develop feelings of appreciation for the perceived benevolence.

THE PRISON RAPE ELIMINATION (PREA) ACT

All bidders **must comply** with the Prison Rape Elimination (PREA) Act as stated below:

"CONTRACTOR shall comply with all Prison Rape Elimination (PREA) Act standards for juvenile correctional facilities. Training will be provided by Probation at no charge to CONTRACTOR." "CONTRACTOR will ensure that all staff assigned to work at the Juvenile Justice Campus (JJC) undergo a pre-employment Live Scan and criminal background security clearance by the Probation Department at no charge to CONTRACTOR. No alcoholic beverages/drugs will be brought into any facility. Nor will anyone under the influence of alcoholic beverages or drugs be allowed inside. In the event of any disturbance inside the facilities, the CONTRACTOR'S employees will immediately follow the orders of the Facility Administrator or his/her designees.

CONTRACTOR shall comply with all Probation Department Policies and Procedures. In the event of a dispute involving COUNTY staff and the contract employee, the on-duty Facility Administrator will have the final decision." **INFORMATION ON THE PRISON RAPE ELIMINATION ACT CAN BE FOUND HERE:** **http://www.prearesourcecenter.org/**

BACKGROUND INVESTIGATIONS AND IDENTIFICATION (ID) BADGES

Background Investigations

Prior to the beginning of any services, one (1) background check may be required for every member of the Contractor's personnel providing services to a building location for the life of the agreement. The background check may be required before access is given to any County facility/property. Clearance will only be granted after a successful background check, completed by the County of Fresno Sheriff's Department. Background checks provided by any agency other than the County of Fresno Sheriff's Department will not be accepted.

The current cost of a background check is $52 per person. This cost will be incurred by the successful Bidder. One check covering the cost of background checks for all employees shall be made payable to: Sheriff, County of Fresno. The successful bidder will be notified regarding the result of background checks. Those that are accepted will report to County of Fresno Security to have their photo taken and ID badge issued.

Background checks are done on a first-come, first serve basis between the hours of 7:00 a.m and 12:00 noon. Monday through Friday. The process takes approximately 20 minutes time. The amount of time it takes to receive the result of background checks varies from one day to a month (or longer), dependent upon the individual's history.

Individuals who are cleared through this process are entered into the Department of Justice database. Their records are flagged and the County of Fresno Sheriff's Department is notified if the person is ever arrested in the future.

When required by County, applicants' background checks must be approved prior to entering any County facility. Approval will not be granted to any individual possessing any of the following circumstances:

1. They have been convicted of a felony, or any crime involving moral turpitude, or carrying or possessing a dangerous weapon.
2. They have ever been charged with a felony or are currently under investigation for a felony.
3. They are charged with or convicted of any crime committed in or at a correctional institution.
4. They are currently on parole or probation or are a sentenced inmate at any correctional facility.
5. They have been refused a license as a private investigator or had such license revoked.
6. They have fraudulently represented themselves, their credentials, their employment or their criminal or arrest record on their application.
7. Make omissions or false statements on their application.
8. They have no valid reason for entering a facility.
9. Their admission into a facility could represents a threat to security, staff or inmate safety.
10. Further information regarding the criteria for background check clearance, including an appeal for process for someone who may be denied clearance is available upon request.

Identification (ID) Badges

The successful bidder's employees will be issued a badge that must be worn and be visible at all times during performance of work in any County building to identify the wearer as an individual who is authorized to enter County facilities.

1. ID badges will be given only after successfully completing the background investigation. ID badges will be issued when the photo is taken. If electronic access to any County facility is required, activation of the badge may take an additional 48 hours to complete.
2. The successful Bidder shall pay $11.99 per individual badge by submitting one check covering the cost for all the Bidder's employees made payable to: County of Fresno, Security.
3. Costs for ID badges are established by County Auditor and fluctuate annually, therefore the cost of obtaining a new ID badge for a Bidder's new employee may not remain the same throughout the contract term.
4. The wearer will not escort or bring any other individuals into any County facilities. County issued ID badges are for the exclusive use of the individual named and pictured on the badge.
5. All ID badges will remain the property of the County and are returnable upon demand or upon the expiration of the contract. The successful Bidder will be responsible for collecting all ID badges issued and turning them in to the County Security Office when a contract ends or when an employee leaves employment. The Bidder will assume~~s~~ all responsibility for their employee's use of and the return of the County ID badges.
6. The ID badges will only be issued to individuals passing the Background check. Each individual will need to present themselves in person with a valid, clean, and legible copy of a Driver's license or State issued Identification Card to receive an ID badge.

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), 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).

(1) Company Board Member Information:			
	Date:		

(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:	