

# Project Manual

## GENERAL BUILDING JOB ORDER CONTRACT

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

### The County of Fresno Department of Public Works and Planning

2220 Tulare St., 6<sup>th</sup> Floor  
Fresno, California 93721

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

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

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

Budget / Account – Various Funding Orgs



***Development Services & Capital Projects Division***

***Department of Public Works & Planning***

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

Cover Sheet  
00 00 10-1

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The County of Fresno  
Department of Public Works and Planning

**JOB ORDER CONTRACT**

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

Adopted by the Fresno County Board of Supervisors, \_\_\_\_\_, 2019

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

Jean M. Rousseau, County Administrative Officer

  
\_\_\_\_\_  
Steven White, Director  
Department of Public Works and Planning



0.18.19  
Date Signed

Capital Projects: 

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

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

**Consultant:**

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

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

Signature Page  
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JOB ORDER CONTRACTS

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

**JOB ORDER CONTRACT**

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

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

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

END OF SECTION

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

2  
3 **NOTICE TO BIDDERS**

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

9  
10 **2:00 P.M., (1400 hours and 00 seconds)**  
11 **Thursday, July 11, 2019**

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

17  
18 **GENERAL BUILDING JOB ORDER CONTRACT**

19  
20 **Contract Nos.: 19-J-01, Class B**  
21 **19-J-02, Class B**  
22 **19-J-03, Class B**

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

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

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

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

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

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

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

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

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

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

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

41 Minimum and Maximum Contract Values:

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

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



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

3  
4 Contract Term:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25  
26 Board of Supervisors, County of Fresno

27  
28 Jean Rousseau, County Administrative Officer

29  
30 Bernice E. Seidel, Clerk to the Board

31  
32 Issue Date: June 4, 2019

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

1 INSTRUCTIONS TO BIDDERS

2  
3 1.01 EXPLANATION TO BIDDERS

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

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

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

26  
27 1.03 PROPOSAL GUARANTEE

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

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

38  
39 1.04 PREPARATION OF PROPOSALS

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

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

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

3  
4 Alternate or conditional bids will not be accepted.

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

13  
14 The required proposal guarantee must accompany the proposal.

#### 15 16 17 1.05 SUBCONTRACTORS

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

#### 21 22 1.06 SUBMISSION OF PROPOSAL

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

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

#### 33 34 35 1.07 IRREGULAR PROPOSALS

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

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

1 1.08 DISQUALIFICATION OF BIDDERS

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

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

31 1.09 WITHDRAWAL OR REVISION OF PROPOSALS

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

39 1.10 PUBLIC OPENING OF PROPOSALS

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

45 1.11 RELIEF OF BIDDER

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

1 1.12 AWARD OF CONTRACT

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

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

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

23  
24  
25 1.13 CANCELLATION OF AWARD

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

30  
31  
32 1.14 CONTRACT BONDS

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

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

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



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

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

#### 12 13 1.15 BUILDERS RISK INSURANCE 14

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

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

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

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

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

43  
44 END OF SECTION  
45  
46

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

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

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

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

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

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

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

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

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

27 Corporation - list officers

28 Partnership - list partners

29 Joint Venture - list members

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

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

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

35 Corporation - by an officer

36 Partnership - by a partner

37 Joint Venture - by a member

38 Individual - by the Owner

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

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

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

1 **BID SECURITY (PROPOSAL GUARANTEE)**

2  
3 \$25,000.00

4  
5 Type of Bid Security:

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

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

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

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

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

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

27  
28 (N/A).

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

31  
32 (N/A).

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

35  
36 (N/A).

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

39  
40 Bidder to complete and return with bid.

41  
42 **OTHER**

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

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

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

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

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

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

11  
12 Various Funding Orgs.

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

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

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

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

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

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

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

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**BIDDER:** Exbon Development Inc.

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

One Point Zero Zero Zero Zero  
(Written in Words)

1	■	0	0	0	0
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(Specify to four (4) decimal places)

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

One Point Zero One Zero Zero  
(Written in Words)

1	■	0	1	0	0
---	---	---	---	---	---

(Specify to four (4) decimal places)

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

Zero Point Eight Four Zero Zero  
(Written in Words)

0	■	8	4	0	0
---	---	---	---	---	---

(Specify to four (4) decimal places)

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

Zero Point Eight Five Zero Zero  
(Written in Words)

0	■	8	5	0	0
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(Specify to four (4) decimal places)

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

One Point Zero Seven Zero Zero  
(Written in Words)

1	■	0	7	0	0
---	---	---	---	---	---

(Specify to four (4) decimal places)

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

One Point Zero Eight Zero Zero  
(Written in Words)

1	■	0	8	0	0
---	---	---	---	---	---

(Specify to four (4) decimal places)



<b>Acknowledgement of Addendum:</b>			
Addendum No.	<u>1</u>	Dated <u>6/25/2019</u>	Addendum No. _____ Dated _____
Addendum No.	_____	Dated _____	Addendum No. _____ Dated _____

1  
2  
3  
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**Award Criteria Figure**

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

Line 1.	<b>County/State-funded Projects – Normal Working Hours</b>	1. <b>1.0000</b>	
Line 2.	Multiply Line 1 by 50%		2. <b>0.5000</b>
Line 3.	<b>County/State-funded Projects – Other Than Normal Working Hours</b>	3. <b>1.0100</b>	
Line 4.	Multiply Line 3 by 15%		4. <b>0.1515</b>
Line 5.	<b>Federally-funded Projects – Normal Working Hours</b>	5. <b>0.8400</b>	
Line 6.	Multiply Line 5 by 5%		6. <b>0.0420</b>
Line 7.	<b>Federally-funded Projects – Other Than Normal Working Hours</b>	7. <b>0.8500</b>	
Line 8.	Multiply Line 7 by 5%		8. <b>0.0425</b>
Line 9.	<b>County/State-funded Projects in Secure Facilities – Normal Working Hours</b>	9. <b>1.0700</b>	
Line 10.	Multiply Line 9 by 15%		10. <b>0.1605</b>
Line 11.	<b>County/State-funded Projects in Secure Facilities – Other Than Normal Working Hours</b>	11. <b>1.0800</b>	
Line 12.	Multiply Line 11 by 10%		12. <b>0.1080</b>
Line 13.	Add Lines 2, 4, 6, 8, 10 and 12 This is the Award Criteria Figure:		<b>1.0045</b>

10  
11  
12  
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Exbon  
#3

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

3  
4 **Award Criteria Figure**

5  
6  
7  
8 One Point Zero Zero Four Five

9 (Written in Words)

1	■	0	0	4	5
---	---	---	---	---	---

10 (Specify to four (4) decimal places) ✓

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

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

23  
24  
25 **END OF PROPOSAL FORM**

26  
27  
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31  
32 **END OF SECTION**

**BID SECURITY FORM**

**CONTRACT:** JOB ORDER CONTRACTS

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

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

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

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

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


**FIRM NAME** Exbon Development Inc. (Corporation)

Janet H. Lee / President / Treasurer / Secretary

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

Class A B C10 C15  
C20 C33 C39 License No. 863384 Expires 8/31/2019  
C43

Department of Industrial Relations Registration No: 1000007770

 7/8/2019  
Signature of Bidder Dated

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

**BUSINESS ADDRESS:** 13831 Newhope St. Garden Grove, CA 92843  
Zip Code

**MAILING ADDRESS:** 13831 Newhope St. Garden Grove, CA 92843  
Zip Code

**BUSINESS PHONE:** ( 714 ) 539-2222 **FAX NUMBER:** ( 714 ) 539-2223

**EMAIL:** peter.an@exbon.com

END OF SECTION

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1 **CONTRACT: JOB ORDER CONTRACTS**

2  
3 **CONTRACT: 19-J-01, 19-J-02, 19-J-03, Class B**

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

6  
7 **NON COLLUSION AFFIDAVIT**

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

10  
11  
12 **Janet H. Lee**

13 \_\_\_\_\_  
14 (Printed or Typed Name)

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


16  
17 **President**

18 \_\_\_\_\_  
19 (Owner, Partner, Corporate Officer (list title), Co-Venturer)

20 of **Exbon Development Inc.**

21 \_\_\_\_\_  
22 (Bidding Entity)

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

40  
41  
42   
43 \_\_\_\_\_  
44 (Signature)

45 **7/9/2019**  
46 \_\_\_\_\_  
47 (Dated)

48 (Title 23 United States Code Section 112)

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

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

53 **END OF SECTION**

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

Non-Collusion Affidavit  
00 45 19-1

JOB ORDER CONTRACTS

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## A G R E E M E N T

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

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

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

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

~~19-J-02~~  
19-J-03

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

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

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

1 or any extension thereof until the work is completed or accepted, shall be all provable  
2 damages plus liquidated damages as identified in the individual Work Orders ranging  
3 from **Two Hundred Fifty and 00/100 DOLLARS (\$250.00) to Five Thousand and**  
4 **00/100 DOLLARS (\$5000.00)** per day; that said liquidated damage was arrived at by a  
5 studied estimate of loss to the Owner in the event of a delay considering the following  
6 damage items which are extremely difficult or impossible to determine: Additional  
7 construction expense resulting from delay of completion including, but not limited to,  
8 engineering, inspection, rental and utilities; provided, however, the Owner may  
9 conditionally accept the work and occupy and use the same if there has been such a  
10 degree of completion as shall in its opinion render the same safe, fit and convenient for  
11 the use for which it is intended and in such cases the Contractor and Surety shall not be  
12 charged for liquidated damages for any period subsequent to such conditional  
13 acceptance and occupation by the Owner but Owner may assess actual damages  
14 caused by failure of total completion during such period. The time during which the  
15 Contractor is delayed in said work by the acts or neglects of the Owner or its employees  
16 or those under it by contract or otherwise, or by the acts of God which the Contractor  
17 could not have reasonably foreseen and provided for, or by storms and inclement  
18 weather which delays the work, or by any strikes, boycotts, or like obstructive action by  
19 employee or labor organizations, or by any general lockouts or other defensive action  
20 by employers, whether general, or by organizations of employers, shall be added to the  
21 time for completion as aforesaid.  
22  
23

24 **ARTICLE IV. COMPENSATION:** The Owner agrees to make payments on account  
25 thereof as provided in the General Conditions.  
26

27 The Contract is an indefinite-quantity contract for construction work and services. The  
28 Minimum Contract Value of Work Orders that the Contractor is guaranteed the  
29 opportunity to perform under this Contract is \$25,000. The Maximum Contract Value is  
30 \$2,000,000. At the discretion of the Owner and if deemed to be in the public interest, the  
31 Maximum Contract Value of this Contract may be increased to the limit allowable by  
32 Public Contract Code during the Term of the Agreement.  
33

34 The Contractor shall perform all work required, necessary, proper for or incidental to  
35 completing the Detailed Scope of Work called for in each individual Work Order issued  
36 pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog®  
37 and the following Adjustment Factors:  
38

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



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

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

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

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

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

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

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

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

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

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

41 If the unpaid balance of the contract price shall exceed the expense of finishing the work,  
42 including compensation for additional managerial and administrative services, such  
43 excess shall be paid to the Contractor. If such expense shall exceed such unpaid  
44 balance, the Contractor shall pay the difference to the Owner. The expense incurred by  
45 the Owner as herein provided, and damage incurred through the Contractor's default,  
46 shall be certified by the Project Manager.  
47  
48

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

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

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

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

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

- 39  
40 A. Commercial General Liability Insurance, with scope and amount of coverage  
41 as specified in Section 2.40 E.2 of the General Conditions.  
42  
43 B. Automobile Liability Insurance, with scope and amount of coverage as specified in  
44 Section 2.40 E.2 of the General Conditions.  
45  
46 C. Professional Liability Insurance, with scope and amount of coverage as specified in  
47 Section 2.40 E.3 of the General Conditions.  
48  
49 D. Worker's Compensation Insurance, with scope and amount of coverage as  
50 specified in Section 2.40 E. 4 of the General Conditions.  
51

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

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

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

20 2. INDEPENDENT CONTRACTOR.  
21

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

42 3. DISCLOSURE OF SELF-DEALING TRANSACTIONS  
43

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

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

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

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

16 This Contract, 19-J-03, was awarded by the Board of Supervisors on  
17 8/6/19. It has been reviewed by the Department of Public Works and  
18 Planning and is in proper order for signature of the Chairman of the Board of  
19 Supervisors.  
20

21  
22 IN WITNESS WHEREOF, they have executed this Agreement this 30<sup>th</sup>  
23 day of August, 2019  
24  
25  
26  
27  
28

29 Exbon Development Inc.  
30 (CONTRACTOR)

COUNTY OF FRESNO  
(OWNER)

31  
32 20-2692623  
33 (Taxpayer Federal I.D. No.)

34  
35 By [Signature]  
36  
37 Title PRESIDENT

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

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

38  
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45  
46 FOR ACCOUNTING USE ONLY  
47 VARIOUS ORGS.  
48 0001/8830/10000/7295  
49 0001/43601150/10000/7295  
50 0001/8852/10000/7295  
51

By Susan Bishop  
Deputy

52  
END OF SECTION

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**CONTRACTOR REQUEST FOR CLARIFICATION**

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

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

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

FIRM NAME: \_\_\_\_\_

SENDER / CONTACT NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

Zip Code

BUSINESS PHONE: (\_\_\_\_) \_\_\_\_\_ FAX NUMBER: (\_\_\_\_) \_\_\_\_\_

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

**Question** Type or print one question below

**Response**

The following section is for County use only.

Response By: \_\_\_\_\_ Date: \_\_\_\_\_

Included in Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Date Received: \_\_\_\_\_ Time Received: \_\_\_\_\_ am / pm RFC Number: \_\_\_\_\_

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

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**CONTRACT: JOB ORDER CONTRACT**

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

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

**GUARANTY**

To the Owner: County of Fresno

The undersigned guarantees the construction and installation of the following work included in this project:

**ALL WORK**

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

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

EXBON DEVELOPMENT INC.  
(Company)

By: 

PRESIDENT  
(Title)

Date: 8/6/2019

**END OF SECTION**

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1 GENERAL CONDITIONS

2  
3  
4 2.01 IDENTIFICATION OF CONTRACT

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

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

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

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

10  
11 2.03 OWNERSHIP AND USE OF DOCUMENTS  
12

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

23  
24 2.04 DEFINITIONS  
25

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

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

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

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

## 44 2.05 SPECIFICATIONS AND DRAWINGS

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

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

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

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

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

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

44 F. Shop Drawings, Product Data and Samples –

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

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

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

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

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

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

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

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

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

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

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

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

20 G. Materials - All materials, unless otherwise specified, shall be new and of good  
21 quality, proof of which shall be furnished by the Contractor; in case of doubt as  
22 to kind or quality required, samples shall be submitted to the Architect and/or  
23 Engineer through the IOR who will specify the kind and use of the material  
24 appropriate to the location and the function of the item in question. Contractor  
25 shall furnish such item accordingly. Before final payment, all material rejected  
26 by the Architect, Engineer or IOR shall be promptly removed from the premises  
27 by the Contractor, whether or not completely installed, and promptly and  
28 properly replaced with correct materials, including any other work adjoining if  
29 disturbed, in accordance with the contract and without expense to the Owner;  
30 the Contractor also shall pay for work of other Contractors as is affected by  
31 such removals and replacements.  
32  
33

## 34 2.06 THE ARCHITECT

35  
36 A. The Owner is the Architect and may delegate all or a portion of its rights and  
37 responsibilities to a licensed Architect as deemed necessary per Work Order.  
38

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

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

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

17  
18 2.07 THE INSPECTOR OF RECORD  
19

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

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

1 2.08 OWNER

2  
3 A. Information and Services Required of the Owner

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

17 B. Owner's Right to Stop the Work

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

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

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

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1 D. Award of Individual Work Orders

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

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

29 2.09 CONTRACTOR RESPONSIBILITIES

30  
31 A. Procedure for Developing a Work Order

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

- 36  
37 1. the general scope of the work;  
38  
39 2. alternatives for performing the work and value engineering;  
40  
41 3. access to the site and protocol for admission;  
42  
43 4. hours of operation;  
44  
45 5. staging area;  
46  
47 6. requirements for catalog cuts, technical data, samples and shop  
48 drawings;  
49  
50 7. requirements for professional services, sketches, drawings, and  
51 specifications;

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

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

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

B. Preparation of the Price Proposal

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

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

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

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

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

22 **Contractor Performed Duties**

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

25 B = Equipment costs (other than small tools)

26 C = Three independent quotes for all materials

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

30 **For Work performed by Subcontractors:**

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

36 D = Subcontractor Costs (supported by three quotes)

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

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

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

C. Review of the Price Proposal

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

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D. Preparation of the Proposal Package:

1. Time for Submittal: Upon acceptance of the Contractor's Price Proposal, the Contractor will be required to submit the Proposal Package within five (5) working days of said acceptance, unless otherwise specified by the Owner. If the Contractor fails to meet the deadline for submittal of the Proposal Package, the Owner may declare the Contractor in default and initiate termination of the Work Order.
2. The Proposal Package shall include:
  - a. Price Proposal as agreed to
  - b. Final back-up for any Non Pre-priced Tasks (if applicable)
  - c. Subcontractor List, including:
    - i. The name, license number and the location of the place of business of each subcontractor who will perform work or labor or render service to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the general contractor's total proposal amount, and
    - ii. The portion of the work which will be done by each subcontractor.
    - iii. The attention of bidders is directed to the provisions of Public Contract Code Section 4100 et seq which set forth the consequences and possible penalties which may result from a failure to comply strictly with the foregoing requirements for listing of subcontractors.
  - d. Final drawings, calculations, specifications (if applicable)
  - e. Final catalog cuts, (if applicable)
  - f. Special insurance, (if applicable)
  - g. For Special equipment and installations, a copy of the warranty document (if applicable)
  - h. Any other documentation required for the Work Order as indicated on the RFP (if applicable)
3. By submitting a Proposal Package to the Owner, the Contractor is agreeing to accomplish the Work outlined in the Request For Proposal and the Detailed Scope of Work for that particular Work Order.

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

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

F. Review of Contract Documents and Field Conditions

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

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

G. Supervision Procedures

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

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

7 3. The Contractor shall be responsible to the Owner for the acts and  
8 omissions of his/her employees, subcontractors and their agents and  
9 employees, and other persons performing any of the Work under a  
10 contract with the Contractor.  
11

12 4. The Contractor shall at all times enforce strict discipline and good order  
13 among his/her employees and shall not employ on the Work any unfit  
14 person or anyone not skilled in the task assigned to him/her.  
15

16 5. The Contractor shall not be relieved from his/her obligations to  
17 perform the Work in accordance with the Contract Documents either  
18 by the activities or duties of the Owner or the Architect or Engineer in  
19 his/her administration of the Contract, or by inspections, tests or  
20 approvals required or performed by persons other than the  
21 Contractor.  
22

23 6. Contractor shall alert and inform their employees that State law  
24 requires that the identities of inmates/wards/patients/clients be kept  
25 confidential. Revealing the identities of inmates/wards/patients/clients  
26 is punishable by law.  
27

28 H. Construction Procedures  
29

30 1. For any work that takes place within secured facilities: All access to  
31 the construction site shall be coordinated with the appropriate Fresno  
32 County department as identified in the Detailed Scope of Work.  
33 Security background checks will be required for any employee that  
34 performs work within the secure perimeter of a facility. Security  
35 background forms can be obtained from the Project Manager. After  
36 the acceptance of the Contractor's Work Order Proposal but prior to  
37 the Notice to Proceed and the commencement of work, the forms for  
38 all required persons shall be submitted to the appropriate department  
39 for review. Vendor badges and/or other forms of identification will  
40 then been issued which must be worn at all times while within the  
41 secured areas of the site. The costs for the required background  
42 checks will be borne by the County.  
43

44 2. Means and Methods - The Contractor shall be solely responsible for  
45 and control of construction means, methods, techniques, sequences,  
46 coordination and procedures for all the Work of this contract.  
47 Additionally, he/she shall be responsible for safety precautions and  
48 programs in connection with the Work.  
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3. The Contractor shall coordinate all work with the IOR to minimize any interruptions to the normal operation of any affected facilities; particularly interruptions to air conditioning, electrical services, alarm systems, communications and computer systems. The Contractor shall be responsible for all costs incurred by the Owner on a system as a result of work by the Contractor or damage caused by the Contractor's operations, including costs associated with false fire alarms caused by Contractor's operations.
4. Laws of County and State - The Contractor must comply with all laws, rules, regulations, provisions and ordinances of the County in which the Work is being done, and all State laws pertaining to the Work.
5. Safeguards - The Contractor shall provide, in conformity with all local codes and ordinances and as may be required, such temporary walls, fences, guard-rails, barricades, lights, danger signs, enclosures, etc., and shall maintain such safeguards until all work is completed.
6. Housekeeping - Contractor shall keep the premises free of excess accumulated debris. Clean up as required and as directed by the IOR. At completion of work all debris shall be removed from the site. Refer to General Requirements for additional requirements.
7. Labor and Materials - Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
8. The Contractor shall deliver to the IOR, prior to final acceptance of the Work as a whole, signed certificates from suppliers of materials and manufactured items stating that such items conform to the Contract Documents.
9. The Contractor, immediately upon Notice to Proceed of each individual Work Order (or where shop drawings, samples, etc., are required, immediately upon receipt of review thereof) shall place orders for all materials, work fabrication, and/or equipment to be employed by him/her in that portion of the Work contracted for. The Contractor shall keep all materials, work fabrications and/or equipment specified and shall advise the IOR promptly, in writing, of all orders placed and of such materials, work fabrications and/or equipment which may not be available in a timely manner for the purposes of the Contract.
10. Any worker whose work is unsatisfactory to the Owner or the Architect or Engineer, or are considered by the Owner or Architect or Engineer to be careless, incompetent, unskilled or otherwise unfit shall be dismissed from work under the Contract upon written request to the Contractor from the Owner or the Architect or Engineer.

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- 11. Temporary Facilities – Contractor may connect to existing water and electricity available on the site provided it is suitable to the Contractor's requirements. Water and electricity used will be paid by the Owner. Contractor shall bear all expenses for carrying the water or electricity to the appropriate locations and to connect or tap into existing lines. Toilet facilities may be available on a site to the workmen engaged in the performance of this contract. It shall be the responsibility of the Contractor to confirm with the Owner the availability of toilet facilities on the site. The use of such facilities may be revoked in the event of excess janitorial requirements.
  
- 12. Contractor shall not perform any fire hazardous operation adjacent to combustible materials. Any fire hazardous operation shall have proper fire extinguisher close by and the adjacent area shall be policed before stopping work for the day. Contractor shall provide not less than one OSHA/NFPA Class 6-ABC fire extinguisher for each 9,000 square feet of project area or fraction thereof.
  
- 13. Contractor shall erect temporary dust separation partitions and floor mats as necessary to confine dust and debris within area of work. Contractor shall post signs, erect and maintain barriers and warning devices for the protection of the general public and Owner personnel. The Contractor shall provide adequate protection for all parts of the present building and its contents and occupants wherever work under this contract is to be performed. The Contractor shall observe that the health and welfare of occupants of the existing building may be affected by noises and fumes produced by the construction. Insofar as is possible, loud and unnecessary noise is to be avoided and noise producing work should be performed as far away from occupied areas as is consistent with the efficient conduct of the work.
  
- 14. Trenching and Excavation - In accordance with Section 7104 of the California Public Contract Code, the following provisions shall apply to any contract involving digging of trenches or other excavations that extend deeper than four feet below the surface:
  - a. The contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing, of any:
    - i. Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
    - ii. Subsurface or latent physical conditions at the site differing from those indicated.



- 1 iii. Unknown physical conditions at the site of any unusual  
2 nature, different materially from those ordinarily  
3 encountered and generally recognized as inherent in  
4 work of the character provided for in the contract.  
5
- 6 b. The Owner shall promptly investigate the conditions, and if it  
7 finds that the conditions do materially so differ, or do involve  
8 hazardous waste, and cause a decrease or increase in the  
9 contractor's cost of, or the time required for, performance of any  
10 part of the work, shall issue a Supplemental Work Order in  
11 accordance with the provisions of Section 2.09 of the General  
12 Conditions.  
13
- 14 c. In the event that a dispute arises between the Owner and the  
15 contractor whether the conditions materially differ, or involve  
16 hazardous waste, or cause a decrease or increase in the  
17 contractor's cost of, or time required for, performance of any  
18 part of the work, the contractor shall not be excused from any  
19 scheduled completion date provided for by the contract, but  
20 shall proceed with all work to be performed under the contract.  
21 The contractor shall retain any and all rights provided either by  
22 contract or by law which pertain to the resolution of disputes and  
23 protests between the contracting parties.  
24  
25

## 26 2.10 SUBCONTRACTORS

- 27
- 28 A. Agreements - Agreements between the Contractor, Subcontractors, and  
29 Subcontractors of lower tier shall be subject to the approval of the Owner, but  
30 in no case does such approval relieve the Contractor of any conditions imposed  
31 by the Contract Documents. The Contractor shall only use subcontractors  
32 included in his/her Work Order Proposal unless first approved by the Owner  
33 pursuant to statute. The Contractor shall not use any subcontractor who is  
34 ineligible to perform work on a Public Works Project pursuant to section 1777.1  
35 or 1777.7 of the Labor Code. Notwithstanding any other provision of the  
36 Contract Documents, subcontractors may be added, deleted or substituted  
37 only in accordance with the provisions of Public Contract Code Section 4100  
38 et seq.  
39
- 40 B. Relation with Subcontractor – By an appropriate agreement, written where  
41 legally required for enforceability, the Contractor shall bind every  
42 Subcontractor and every Subcontractor agrees to be bound by the terms of the  
43 Contract Documents to carry out their provisions insofar as applicable to their  
44 work; and the Contractor further agrees to pay to each Subcontractor promptly  
45 upon issuance of Certificate of Payment, his/her or their due portion. Said  
46 agreement shall preserve and protect the rights of the Owner and the Architect  
47 or Engineer under the Contract Documents with respect to the work to be  
48 performed by the Subcontractor so that the subcontracting thereof will not  
49 prejudice such rights, and shall allow to the Subcontractor, unless specifically  
50 provided otherwise in the Contractor-Subcontractor Agreement, the benefit of  
51 all rights, remedies and redress against the Contractor that the Contractor,

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

12  
13 C. Owner's Relation - Neither the acceptance of the name of Subcontractor nor  
14 the suggestion of such name nor any other act of the Owner or Architect or  
15 Engineer nor anything contained in any Contract Document is to be construed  
16 as creating any contractual relation between the Owner (or Owner's authorized  
17 representatives) and any Subcontractor of any tier nor as creating any  
18 contractual relation between the Architect or Engineer and any Subcontractor  
19 of any tier.

20  
21 D. All Subcontractors employed by the Contractor shall be appropriately licensed  
22 in conformity with the laws of the State of California.

23  
24 E. Jurisdictional disputes between Subcontractors or between Contractor and  
25 Subcontractor shall not be mediated or decided by the Owner, Architect or the  
26 Architect or Engineer. The Contractor shall be responsible for the resolution  
27 of all such disputes based upon his/her contractual relationship with his/her  
28 Subcontractors.

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31 2.11 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE  
32 CONTRACTS

33  
34 A. The Owner reserves the right to perform work related to the Project with the  
35 Owner's own forces, and to award separate contracts in connection with other  
36 portions of the Project or other work on the site under these or similar  
37 Conditions of the Contract. If the Contractor claims that the Owner's action  
38 results in delay, damage or additional cost attributable thereto, the Contractor  
39 shall make such claim as provided elsewhere in the Contract Documents.

40  
41 B. When separate contracts are awarded for different portions of the Project or  
42 other work on the site, the term Contractor in the Contract Documents in each  
43 case shall mean the Contractor who executes each separate Owner-  
44 Contractor Agreement.

45  
46 C. The Owner shall provide for coordination of the activities of the Owner's own  
47 forces and of each separate contractor with the Work of the Contractor, who  
48 shall cooperate with them. The Contractor shall participate with other separate  
49 contractors and the Owner in reviewing their construction schedules when  
50 directed to do so. The Contractor shall make any revisions to the construction  
51 schedule deemed necessary after a joint review and mutual agreement. The

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

- 3  
4 D. Unless otherwise provided in the Contract Documents, when the Owner  
5 performs construction or operations related to the Project with the Owner's own  
6 forces, the Owner shall be deemed to be subject to the same obligations and  
7 to have the same rights which apply to the Contractor under the Conditions of  
8 the Contract.  
9

10  
11 2.12 MUTUAL RESPONSIBILITY

- 12  
13 A. The Contractor shall afford the Owner and separate contractors reasonable  
14 opportunity for introduction and storage of their materials and equipment and  
15 performance of their activities and shall connect and coordinate the  
16 Contractor's construction and operations with theirs as required by the Contract  
17 Documents.  
18  
19 B. When any part of the Contractor's Work depends upon proper execution or  
20 results of the work of the Owner or any separate contractor, the Contractor  
21 shall, prior to proceeding with the Work, promptly report to the IOR any  
22 apparent discrepancies or defects in such other work that render it unsuitable  
23 for such proper execution and results. Failure of the Contractor so to report  
24 shall constitute an acceptance of the Owner's or separate contractor's work as  
25 fit and proper to receive the Work, except as to defects which may  
26 subsequently become apparent in such work by others.  
27  
28 C. If, following the reporting of any discrepancy or defect as required herein  
29 above, the Contractor suffers damage due to disruption or delay caused by the  
30 separate contractor, without fault by the Owner, the Contractor's remedy shall  
31 be limited to seeking recovery from the separate contractor.  
32  
33 D. Any costs caused by defective or ill-timed work shall be borne by the Contractor  
34 responsible therefor.  
35  
36 E. Should the Contractor cause damage to the work or property of the Owner, or  
37 to other work or property on the site, the Contractor shall promptly remedy such  
38 damage as provided herein.  
39  
40 F. Should the Contractor wrongfully delay or cause damage to the work or  
41 property of any separate contractor, the Contractor shall, upon due notice,  
42 promptly attempt to settle with such other contractor by agreement, or  
43 otherwise to resolve the dispute. If such separate contractor sues the Owner  
44 on account of any delay or damage alleged to have been caused by the  
45 Contractor, the Owner shall notify the Contractor who shall defend such  
46 proceedings, and if any judgment or award against the Owner (or Owner's  
47 authorized representatives) arises therefrom, the Contractor shall pay or  
48 satisfy such judgment or award in full and shall reimburse the Owner for all  
49 costs which the Owner has incurred in connection with such matter.  
50  
51

1 2.13 OWNER'S RIGHT TO CLEAN UP

2  
3 If a dispute arises between the Contractor and separate contractors as to their  
4 responsibility for cleaning up as required in the Contract Documents, the Owner may  
5 clean up and the contractor responsible shall pay Owner such portions of the cost as  
6 the IOR shall determine to be just.  
7

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9 2.14 GOVERNING LAW

10  
11 The Contract shall be governed by the law of the State of California.  
12

13  
14 2.15 INSPECTION

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

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

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

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

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22  
23 2.16 TAXES, PERMITS, FEES, AND INDEMNIFICATION FOR PATENT INFRINGEMENT  
24 CLAIM

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

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

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

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

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

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

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

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

14  
15 2.17 CONTRACTOR'S CONSTRUCTION SCHEDULE  
16

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

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

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

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

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

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

20  
21  
22 2.18 RECORDS, DOCUMENTS AND SAMPLES AT THE SITE

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

40  
41  
42 2.19 USE OF SITE

- 43  
44 A. The Contractor shall confine operations at the site to areas permitted by law,  
45 ordinances, permits and the Contract Documents, and shall not unreasonably  
46 encumber the site with any materials or equipment.  
47  
48 B. The Contractor shall coordinate all of the Contractor's operations with, and  
49 secure approval from, the IOR before using any portion of the site. Also see  
50 Technical Specifications, Division I, General Requirements.  
51

1  
2 2.20 CUTTING AND PATCHING OF WORK  
3

- 4 A. The Contractor shall be responsible for all cutting, fitting or patching that may  
5 be required to complete the Work or to make its several parts fit together  
6 properly.  
7  
8 B. The Contractor shall not damage or endanger any portion of the Work or the  
9 work of the Owner or any separate contractors by cutting, patching or otherwise  
10 altering any work, or by excavation. The Contractor shall not cut or otherwise  
11 alter the work of the Owner or any separate contractor except with the written  
12 consent of the Owner and of such separate contractor. The Contractor shall  
13 not unreasonably withhold from the Owner or any separate contractor consent  
14 to cutting or otherwise altering the Work.  
15  
16 C. In all cases exercise extreme care in any cutting operations, and perform such  
17 operations under adequate supervision by competent mechanics skilled in the  
18 applicable trade. Openings shall be neatly cut and shall be kept as small as  
19 possible to avoid unnecessary damage. Careless and/or avoidable cutting  
20 damage, etc., will not be tolerated, and the Contractor will be held responsible  
21 for such avoidable or willful damage.  
22  
23 D. All replacing, patching and repairing of all materials and surfaces cut or  
24 damaged in the execution of the Work shall be performed by experienced  
25 mechanics of the several trades involved. All work of such nature shall be done  
26 with the applicable materials, in such a manner that all surfaces so replaced,  
27 repaired, or patched, will, upon completion of the Work, match the surrounding  
28 similar surfaces.  
29

30  
31 2.21 CLEANING UP  
32

- 33 A. The Contractor shall at all times keep the premises free from accumulation of  
34 waste materials or rubbish caused by the Contractor's operations. At the  
35 completion of the Work, the Contractor shall remove all the Contractor's waste  
36 materials and rubbish from and about the Project as well as all the Contractor's  
37 tools, construction equipment, machinery and surplus materials.  
38  
39 B. If the Contractor fails to clean up at the completion of the Work, the Owner may  
40 do so and the cost thereof shall be paid by the Contractor.  
41

42  
43 2.22 INDEMNIFICATION  
44

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



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

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

20 2.23 FAIR EMPLOYMENT PRACTICES CLAUSE  
21

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

38 2.24 PAYMENT  
39

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

45 B. SCHEDULE OF VALUES  
46

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



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

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

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

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

47 //  
48 /  
49 //  
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51 //

(Begin Escrow Agreement)

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**ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION**

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

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

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

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

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**On behalf of Owner:**

Title – **Business Manager**

Name – **Lemuel Asprec**

Signature \_\_\_\_\_

Address- **2220 Tulare, 6<sup>th</sup> Floor  
Fresno, CA 93721**

**On behalf of Contractor:**

Title

Name

Signature \_\_\_\_\_

Address

**On behalf of Escrow Agent:**

Title

Name

Signature

Address

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

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

**Owner:**

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

Signature \_\_\_\_\_

Address- **2220 Tulare, 6<sup>th</sup> Floor  
Fresno, CA 93721**

**Contractor:**

Title

Name

Signature \_\_\_\_\_

Address

**Escrow Agent:**

Title

Name

Signature

Address

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(End Escrow Agreement)



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

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

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

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

23 F. PAYMENTS WITHHELD  
24

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

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



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

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

G. COMPLETION AND FINAL PAYMENT

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

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

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



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

8  
9 B. All excavation work shall be performed on an "unclassified basis"; that is, such  
10 work shall include the removal of all material encountered including earth or  
11 rock formations, regardless of the type or hardness thereof, or groundwater  
12 conditions in the excavation, the cost of such excavations being included in the  
13 Work Order Price. Unclassified excavation Work includes drilling or blasting  
14 operations.

15  
16 C. If site conditions are discovered that materially differ from previous information  
17 that the Contractor has received, and that could not have been discovered by  
18 the Contractor through prudent and reasonable investigation prior to  
19 developing the Work Order Price Proposal for the work, the Contractor shall be  
20 compensated for additional costs incurred in working with the unknown site  
21 conditions, but only to the extent that such previously unknown and  
22 undiscoverable site conditions cause the Contractor to incur costs in addition  
23 to the Work Order price for that portion of the work. The Contractor must be  
24 able to demonstrate clearly the original Work Order price for that portion of the  
25 work (plus any Supplemental Work Orders applicable to that portion of the  
26 work) and the additional costs incurred as a direct result of the unknown site  
27 conditions. Only additional costs over and above the amount of the Work Order  
28 price for that portion of the work will be compensated upon a recommendation  
29 of approval by the IOR.  
30

31  
32 2.28 REQUEST FOR EQUITABLE ADJUSTMENT  
33

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

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

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2.29 MINOR CHANGES IN THE WORK

The IOR will have authority to order minor changes in the Work not involving an adjustment in the Work Order Price or extension of the Work Order Time and not inconsistent with the intent of the Contract Documents. Such changes shall be enacted by written order issued through the IOR, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

2.30 SUCCESSORS AND ASSIGNS

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

2.31 ASSIGNMENT OF MONEYS

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

2.32 GUARANTEE OF WORK

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



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

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13  
14 2.34 WRITTEN NOTICE

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

20  
21 2.35 RESOLUTION OF CONTRACT CLAIMS AND DISPUTES

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

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

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

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

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

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



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

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

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

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

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

48 Judicial Arbitration: If the matter remains in dispute, the case shall be  
49 submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with  
50 Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure,  
51 notwithstanding Section 1141.11 of the code. The Civil Discovery Act of 1986

(Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subsection consistent with the rules pertaining to judicial arbitration. Arbitrators shall be experienced in construction law.

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

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

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

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

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

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

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

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



1 2.38 TIME, DELAYS AND LIQUIDATED DAMAGES

2  
3 A. DEFINITIONS

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

20 B. PROGRESS AND COMPLETION

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

38 C. DELAYS AND EXTENSIONS OF TIME

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

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

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

3  
4 4. The Contractor specifically agrees that a time extension as provided  
5 herein is its sole remedy for Owner-caused delays, and agrees to make  
6 no claim or demand for additional damages, nor claim an acceleration  
7 of the time for performance.

8  
9 5. The Contractor shall not be entitled to any Work Order Completion Time  
10 extension nor Work Order Price adjustment for alleged Owner delays if  
11 the Owner has acted within the time limits specified by the Contract  
12 Documents.

13  
14 D. NOTICE OF DELAYS

15  
16 1. Contractor shall notify the IOR promptly whenever the Contractor  
17 foresees any event or circumstance that may delay the prosecution of  
18 the Work and in Contractor's opinion may provide grounds for an  
19 extension, and shall in any event notify the IOR immediately upon the  
20 occurrence of any such delay. The Contractor shall take immediate  
21 steps to prevent, if possible, the occurrence or continuance of the delay.  
22 If this cannot be done, the IOR shall determine how long the delay shall  
23 continue and to what extent the prosecution and completion of the Work  
24 are being delayed thereby. Such notification shall specify with detail  
25 the cause asserted by the Contractor to constitute grounds for an  
26 extension. Failure of the Contractor to submit such a notice within ten  
27 (10) days after the initial occurrence of the event-giving rise to the delay  
28 shall constitute a waiver by the Contractor of any request for a time  
29 extension, and no extension shall be granted as a consequence of such  
30 delay.

31  
32 2. If the Contractor believes that the delay in prosecution in the Work will  
33 result in an unavoidable delay in completion of the entire Project, the  
34 Contractor shall submit evidence to support that belief, together with its  
35 request for a time extension. Such evidence shall include a  
36 demonstration that the delayed portion of the Work will affect the Critical  
37 Path Scheduling of the entire Project. The Contractor shall also submit  
38 a proposed revised Construction Schedule, which accounts for the  
39 delay in completion of the entire Project caused by the delay in  
40 prosecution of part of the Project, and includes a revised Critical Path  
41 demonstrating how the Project will be completed within the proposed  
42 revised Work Order Completion Time.

43  
44 E. INVESTIGATION; PROCEDURE.

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

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

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

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

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

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

3  
4 G. LIQUIDATED DAMAGES

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

25 H. EXTENSION OF TIME NOT A WAIVER.

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

39 2.39 PROTECTION OF PERSONS AND PROPERTY

40  
41 A. SAFETY PRECAUTIONS AND PROGRAMS

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

46 B. SAFETY OF PERSONS AND PROPERTY

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

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I. EMERGENCIES

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

2.40 INSURANCE

A. CONTRACTOR'S INSURANCE

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

B. MINIMUM SCOPE OF INSURANCE.

Coverage shall be at least as broad as:

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

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1 labor and materials connected therewith on the site, materials  
2 in place or to be used as part of the permanent construction  
3 including materials stored and partially paid for by the Owner as  
4 provided in Division 01 – General Requirements, surplus  
5 materials, shanties, protective fences, bridges, or temporary  
6 structures, miscellaneous materials and supplies incident to the  
7 work, and such scaffolding, staging, towers, forms and  
8 equipment as are not owned or rented by the Contractor, the  
9 cost of which is included in the cost of the work. EXCLUDED:  
10 This insurance does not cover any tools owned by mechanics,  
11 any tools, equipment, scaffolding, staging, towers, and forms  
12 owned or rented by the Contractor, the capital value of which is  
13 not included in the cost of the Work, or any structures erected  
14 for the Contractor’s administration of the Project. The loss, if  
15 any, is to be adjustable with and payable to the Owner as  
16 trustee for the insured as their interests may appear, except in  
17 such cases as may require payment of all or a proportion of said  
18 insurance to be made to a mortgagee or trustee as its interest  
19 may appear.  
20

21 c. The Owner shall be named as insured jointly with the Contractor  
22 and other proper parties, all as their respective interests may  
23 appear. All subcontractors shall be insured to the extent of their  
24 portion of the work under the Contractor. The Owner, Contractor  
25 and all subcontractors waive all rights, each against the others,  
26 for damages caused by fire or other perils covered provided  
27 under the terms of this article, except such rights as they may  
28 have to the proceeds of the insurance held by the party  
29 obtaining and maintaining the insurance policy in force who acts  
30 as trustee of said policy. Certificates of such insurance shall be  
31 filed with the Owner. If the Contractor fails to effect or maintain  
32 insurance as above and so notifies the Owner, the Owner may  
33 insure his own interest and charge the cost thereof to the  
34 Contractor.  
35

36 d. In the event of a partial or total destruction by the perils insured  
37 against, of any or all of the work and/or materials herein  
38 provided for, at any time prior to the final completion of the  
39 Contract and the final acceptance by the Owner of the Work or  
40 materials to be performed or supplied thereunder, the  
41 Contractor shall promptly reconstruct, repair, replace, or restore  
42 all work or materials so destroyed or injured at his sole cost and  
43 expense. Nothing herein provided for shall in any way excuse  
44 the Contractor or his surety from the obligation of furnishing all  
45 the required materials and completing the work in full  
46 compliance with the terms of the Contract.  
47

48 2. Commercial General Liability and Automobile Liability Coverages.

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

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

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

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

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3. Professional Liability Coverage.

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

4. Worker's Compensation and Employers Liability Coverage.

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

5. All Coverages.

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

1  
2 F. ACCEPTABILITY OF INSURERS  
3

4 Contractor shall obtain the policies and coverages specified herein from an  
5 admitted insurer in good standing with and authorized to transact business in  
6 this state by the California Department of Insurance, and having a **Best's**  
7 **rating of no less than A FSC VIII.**  
8

9 G. VERIFICATION OF COVERAGE  
10

11 Contractor shall furnish the Owner with certificates of effecting coverage  
12 required by this clause. The certificates for each insurance policy are to be  
13 signed by a person authorized by that insurer to bind coverage on its behalf.  
14 All certificates are to be received and approved by the owner before work  
15 commences. The Owner reserves the right to require complete, certified  
16 copies of all required insurance policies, at any time. In the event Contractor  
17 fails to keep in effect at all times insurance coverage as herein provided, the  
18 Owner may, in addition to other remedies it may have, suspend or terminate  
19 this Agreement upon the occurrence of such event. The Certificate of  
20 Insurance shall be issued in triplicate, and provided to the Owner within ten  
21 (10) days of award, and also shall be provided to all other participating  
22 agencies who contribute to the cost of the work or have jurisdiction over areas  
23 in which the work is to be performed and all officers and employees of said  
24 agencies while acting within the course and scope of their duties and  
25 responsibilities.  
26

27 H. SUBCONTRACTORS  
28

29 Contractor shall include all Subcontractors as insured under its policies or shall  
30 furnish separate certificates and endorsements for each Subcontractor. All  
31 coverages for Subcontractors shall be subject to all of the requirements stated  
32 herein.  
33

34  
35 2.41 UNCOVERING WORK  
36

37 A. If any portion of the Work should be covered contrary to the request of the IOR,  
38 Owner, public authority having jurisdiction, or to requirements specifically  
39 expressed in the Contract Documents, it must, if required in writing by the IOR,  
40 be uncovered for their observation and shall be replaced at the Contractor's  
41 expense.  
42

43 B. If any other portion of the Work has been covered which the IOR, Owner or  
44 public authority having jurisdiction has not specifically requested to observe  
45 prior to its being covered, the IOR may request to see such Work and it shall  
46 be uncovered by the Contractor. If such Work is found in accordance with the  
47 Contract Documents, the cost of uncovering and replacement shall, by  
48 appropriate Supplemental Work Order, be charged to the Owner. If such Work  
49 is found not in accordance with the Contract Documents, the Contractor shall  
50 pay such costs unless it be found that this condition was caused by the Owner

1 or a separate contractor as provided herein in these General Conditions, in  
2 which event the Owner shall be responsible for the payment of such costs.  
3  
4

5 2.42 CORRECTION OF WORK  
6

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





1 contractor shall pay the difference to the Owner. The amount to be paid to the  
2 Contractor or to the Owner, as the case may be, shall be certified by the IOR,  
3 upon application, in the manner provided in Section 2.24 and this obligation for  
4 payment shall survive the termination of the Contract.  
5  
6

7 2.45 SUBSTITUTION OF MATERIALS  
8

- 9 A. When a specific manufacturer, trade name or material is specified, or indicated,  
10 it is to establish a standard of quality and shall not be construed as limiting  
11 competition. The intent of the Contract Documents is to specify high-grade  
12 standard material and equipment, and it is not the intent of these Contract  
13 Documents to exclude or omit the products of any responsible manufacturer, if  
14 such products are equally acceptable in terms of quality, finish, performance,  
15 durability, and serviceability, in the judgment of the Owner and the Architect,  
16 to those specified herein. Wherever an article, or any class of materials, is  
17 specified by the trade name or by the name of any particular patentee,  
18 manufacturer or dealer, it shall be taken as intending to mean and specify the  
19 article of material described or any other equal thereto in quality, finish,  
20 performance, durability, and serviceability, in the judgment of the Owner and  
21 the Architect, for the purpose for which it is or they are intended.  
22
- 23 B. If the Contractor desires to use material or equipment other than that specified,  
24 he/she shall submit a request for approval of such substitution, in writing, to  
25 the IOR by no later than 10 days prior to bid opening. Substitution requests  
26 will not be considered if received after the time stipulated.  
27
- 28 C. The Owner does not guarantee that alternative articles, components, materials  
29 or equipment other than the item specified by trade name or other specific  
30 identification, will fit within the design parameters of the project without  
31 alteration of the project design by the Contractor.  
32
- 33 D. The Owner has the right to reject any proposed alternative material which  
34 requires alteration of the project design which impacts the safety of the public  
35 or the user of a completed facility. If the proposed alternative material requires  
36 alteration of the design of the Project or any aspect thereof and said alterations  
37 are acceptable to the Owner, the Contractor shall be responsible for performing  
38 said alterations at no additional cost to the Owner.  
39
- 40 E. Submittals for approval of substitute materials shall contain sufficient detailed  
41 information, descriptive brochures, drawings, samples or other data as is  
42 necessary to provide a detailed side-by-side comparison to the specified  
43 materials. It is the sole responsibility of the Contractor to submit complete  
44 descriptive and technical information so the IOR can make proper appraisal.  
45 Lack of either proper or sufficient information shall constitute cause for  
46 rejection. Reference to product data will not be acceptable.  
47
- 48 F. It is the Contractor's responsibility to confirm and correlate all quantities and  
49 dimensions and coordinate with all trades whose work may be affected by the  
50 requested substitution.  
51

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2 2.46 REFERENCE TO STANDARDS  
3

- 4 A. Reference to known standards shall mean and intend the latest edition or  
5 amendment published prior to date of these Specifications, unless specifically  
6 indicated otherwise, and to such portions of it that relate and apply directly to  
7 the material or installation called for on the Project.  
8  
9 B. Where material is specified solely by reference to standard specifications, the  
10 Contractor shall, if requested by the IOR, submit to the IOR for his/her  
11 approval, data on all such material proposed to be incorporated into the Work  
12 of the Contractor, listing the name and address of the vendor, the manufacturer  
13 or producer, and the trade or brand names of such materials.  
14

15  
16 2.47 SPECIFICATIONS  
17

- 18 A. The Specifications are organized into Divisions, Sections, and Trade headings  
19 based on the Construction Specifications Institute's Master format and the  
20 Master format numbering system. This organization shall not control the  
21 Contractor in dividing the Work among Subcontractors or in establishing the  
22 extent of the Work to be performed by any trade. The Contractor shall be  
23 responsible for examining all Sections of the Specifications for inter-related  
24 items of the Work, and for furnishing each item identified or specified.  
25  
26 B. No responsibility will be assumed by the Owner, Architect or the IOR for  
27 omissions or duplications by the Contractor in the completion of the Contract  
28 due to any alleged discrepancy in the arrangement of the material in these  
29 Specifications, nor shall any such segregation of work and materials operate  
30 to make the IOR an arbiter in defining the limits to the agreements between the  
31 Contractor and his/her Subcontractors or suppliers.  
32  
33 C. The misplacement, addition or omission of any letter, word or punctuation mark  
34 shall in no way damage the true spirit, intent or meaning of these  
35 Specifications.  
36  
37 D. The words "shown", "indicated", "noted", "scheduled" or words of that effect  
38 shall be understood to mean that reference is made to Drawings  
39 accompanying these Specifications.  
40  
41 E. Where reference herein is made to colors or finishes "as selected", the  
42 reference is to the Architect with concurrence by the Owner.  
43  
44

45 2.48 APPROVED APPLICATORS  
46

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

- 1 B. Contractor accordingly shall bear any and all costs, and shall reimburse Owner  
2 for any such costs incurred by Owner, resulting from Contractor's failure to  
3 insure the use of an "approved applicator".  
4  
5

6 2.49 DELIVERY AND STORAGE OF MATERIALS  
7

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

26 2.50 QUALITY OF WORK  
27

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

43 2.51 HOURS OF WORK  
44

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

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

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

15  
16 2.52 WAGE RATES

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

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

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

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

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

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

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

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

43  
44 2.53 APPLICATION OF HIGHEST STANDARDS AND REQUIREMENTS

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

1 2.54 NONDISCRIMINATION IN EMPLOYMENT

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

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

34  
35 2.55 APPRENTICES

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

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- C. Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.
  
- D. Fresno County is committed to increasing the availability of employment and training opportunities, with particular attention to the plight of those who are most economically disadvantaged. In an effort to advance that purpose, the County will require that the Contractor and each subcontractor employed on this Project shall use their best efforts to ensure that thirty-three percent (33%) of apprentice hours, as determined by California Labor Code Section 1777.5 for each contractor and subcontractor of any tier on this Project, are performed by qualified participants in state approved apprenticeship programs who also are current or former "Welfare-to-Work" participants in the CalWORKs program. Provided, that nothing contained in this Paragraph D shall be interpreted to relieve or in any way diminish the obligation of the Contractor and each subcontractor to comply fully with all applicable apprenticeship laws in accordance with the California Labor Code and the California Code of Regulations; and accordingly such requirements as are contractually imposed by this Paragraph D shall be in addition to such legally mandated requirements, and applicable only to the extent fully consistent therewith.
  
- E. Incentives whereby the Contractor or Subcontractor receives partial reimbursement for the wages paid to apprentices who qualify may be available. The incentive program is administered by the County of Fresno, Department of Social Services. For questions regarding the incentive program, contact the Department of Social Services at (559) 230-4008.

2.56 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

2.57 DRUG FREE WORKPLACE CERTIFICATION

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



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- C. The Contractor shall establish a Drug-Free Awareness Program as required by Government Code 8355(b), to inform employees about all of the following:
  - 1. The dangers of drug abuse in the workplace,
  - 2. The Contractor's policy for maintaining a drug-free workplace,
  - 3. Any available counseling, rehabilitation and employee assistance programs,
  - 4. Penalties that may be imposed upon employees for drug abuse violations.
  
- D. Provide as required by Government Code 8355(c), that everyone who provides work under the Agreement.
  - 1. Will receive a copy of the company's drug-free policy statement, and
  - 2. Will agree to abide by the terms of the Contractor's statement as a condition of employment on the contract.

2.58 BUILDING PERMIT AND OTHER PERMITS

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

2.59 CODES AND REGULATIONS

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

2.60 JOB ORDER CONTRACTING SOFTWARE AND LICENSE

A. Job Order Contracting Software:

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

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

END OF SECTION

1  
2  
3 **APPENDIX A**

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

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

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

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

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

19  
20 (c) For purposes of this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16  
17 **Section 20104**

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

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

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

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

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

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

35  
36 **Section 20104.2**

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

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

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

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

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

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

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

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

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

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

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

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

42 **Section 20104.4**

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

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

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

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

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

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

30 **Section 20104.6**

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

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

36

37

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39

END OF SECTION

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# Exhibit A

## **SELF-DEALING TRANSACTION DISCLOSURE FORM**

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

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

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

### INSTRUCTIONS

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

# Exhibit A

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

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

Self-Dealing Transaction  
Disclosure Form  
Exhibit A-2

JOB ORDER CONTRACTS

Exbon  
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PROPOSAL TO THE BOARD OF SUPERVISORS  
COUNTY OF FRESNO

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

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

Various Funding Orgs.

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

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

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

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

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

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

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

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

Proposal  
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JOB ORDER CONTRACTS

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**BIDDER:** Exbon Development Inc.

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

One Point Zero Zero Zero Zero  
(Written in Words)

1	■	0	0	0	0
---	---	---	---	---	---

(Specify to four (4) decimal places)

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

One Point Zero One Zero Zero  
(Written in Words)

1	■	0	1	0	0
---	---	---	---	---	---

(Specify to four (4) decimal places)

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

Zero Point Eight Four Zero Zero  
(Written in Words)

0	■	8	4	0	0
---	---	---	---	---	---

(Specify to four (4) decimal places)

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

Zero Point Eight Five Zero Zero  
(Written in Words)

0	■	8	5	0	0
---	---	---	---	---	---

(Specify to four (4) decimal places)

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

One Point Zero Seven Zero Zero  
(Written in Words)

1	■	0	7	0	0
---	---	---	---	---	---

(Specify to four (4) decimal places)

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

One Point Zero Eight Zero Zero  
(Written in Words)

1	■	0	8	0	0
---	---	---	---	---	---

(Specify to four (4) decimal places)

<b>Acknowledgement of Addendum:</b>			
Addendum No.	<u>1</u>	Dated <u>6/25/2019</u>	Addendum No. _____ Dated _____
Addendum No.	_____	Dated _____	Addendum No. _____ Dated _____

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**Award Criteria Figure**

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

Line 1.	<b>County/State-funded Projects – Normal Working Hours</b>	1. <b>1.0000</b>	
Line 2.	Multiply Line 1 by 50%		2. <b>0.5000</b>
Line 3.	<b>County/State-funded Projects – Other Than Normal Working Hours</b>	3. <b>1.0100</b>	
Line 4.	Multiply Line 3 by 15%		4. <b>0.1515</b>
Line 5.	<b>Federally-funded Projects – Normal Working Hours</b>	5. <b>0.8400</b>	
Line 6.	Multiply Line 5 by 5%		6. <b>0.0420</b>
Line 7.	<b>Federally-funded Projects – Other Than Normal Working Hours</b>	7. <b>0.8500</b>	
Line 8.	Multiply Line 7 by 5%		8. <b>0.0425</b>
Line 9.	<b>County/State-funded Projects in Secure Facilities – Normal Working Hours</b>	9. <b>1.0700</b>	
Line 10.	Multiply Line 9 by 15%		10. <b>0.1605</b>
Line 11.	<b>County/State-funded Projects in Secure Facilities – Other Than Normal Working Hours</b>	11. <b>1.0800</b>	
Line 12.	Multiply Line 11 by 10%		12. <b>0.1080</b>
Line 13.	Add Lines 2, 4, 6, 8, 10 and 12 This is the Award Criteria Figure:		<b>1.0045</b>

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Exbon  
#3

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

3  
4 **Award Criteria Figure**

5  
6  
7  
8 One Point Zero Zero Four Five

9 (Written in Words)

1	■	0	0	4	5
---	---	---	---	---	---

10 (Specify to four (4) decimal places) ✓

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

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

23  
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25 **END OF PROPOSAL FORM**

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32 **END OF SECTION**

**BID SECURITY FORM**

**CONTRACT:** JOB ORDER CONTRACTS

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

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

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

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

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


**FIRM NAME** Exbon Development Inc. (Corporation)

Janet H. Lee / President / Treasurer / Secretary

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

Class A B C10 C15  
C20 C33 C39 License No. 863384 Expires 8/31/2019  
C43

Department of Industrial Relations Registration No: 1000007770

 7/8/2019  
Signature of Bidder Dated

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

**BUSINESS ADDRESS:** 13831 Newhope St. Garden Grove, CA 92843  
Zip Code

**MAILING ADDRESS:** 13831 Newhope St. Garden Grove, CA 92843  
Zip Code

**BUSINESS PHONE:** ( 714 ) 539-2222 **FAX NUMBER:** ( 714 ) 539-2223

**EMAIL:** peter.an@exbon.com

END OF SECTION

BID BOND

KNOW ALL BY THESE PRESENTS, That we, EXBON DEVELOPMENT, INC.

of 13831 NEWHOPE STREET GARDEN GROVE, CA 92843 (hereinafter called the Principal),

as Principal, and GREAT AMERICAN INSURANCE COMPANY

(hereinafter called the Surety), as Surety are held and firmly bound unto COUNTY OF FRESNO

(hereinafter called the Oblige) in the penal sum of TWENTY FIVE THOUSAND & 00/100

Dollars (\$ 25,000.00 )

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Oblige on a contract for JOB ORDER CONTRACT 19-J-01, 19-J-02, 19-J-03 FOR GENERAL BUILDING

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Oblige for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 8TH day of JULY, 2019.

Phillip Goo Witness

EXBON DEVELOPMENT, INC. (Seal)  
Principal  
Janet H. Lee CEO / President Title

Hyun Ho Lee Witness

GREAT AMERICAN INSURANCE COMPANY  
By Kevin Vega Attorney-in-Fact



**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 20974

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
PHILIP E. VEGA	ALL OF	ALL
KEVIN VEGA	COVINA, CALIFORNIA	\$100,000,000
BRITTON CHRISTIANSEN		
MYRNA F. SMITH		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 29TH day of NOVEMBER 2017

Attest

GREAT AMERICAN INSURANCE COMPANY



*Stephen C. Beraha*  
Assistant Secretary

*David C. Kitchin*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 29TH day of NOVEMBER, 2017, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst  
Notary Public, State of Ohio  
My Commission Expires 06-18-2020

*Susan A. Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 8th day of July, 2019



*Stephen C. Beraha*  
Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of LOS ANGELES )

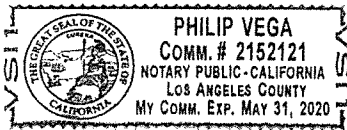
On 07/08/2019 before me, PHILIP VEGA, NOTARY PUBLIC  
*Date Here Insert Name and Title of the Officer*

personally appeared Kevin Vega, Attorney-in-Fact  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



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

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Orange )

On 07/09/2019 before me, Soo Jung Chae, Notary Public,  
*Date Here Insert Name and Title of the Officer*  
personally appeared Janet H Lee  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature [Signature]  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

1 **CONTRACT: JOB ORDER CONTRACTS**

2  
3 **CONTRACT: 19-J-01, 19-J-02, 19-J-03, Class B**

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

6  
7 **NON COLLUSION AFFIDAVIT**

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

10  
11  
12 **Janet H. Lee**

13 \_\_\_\_\_  
14 (Printed or Typed Name)

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


16  
17 **President**

18 \_\_\_\_\_  
19 (Owner, Partner, Corporate Officer (list title), Co-Venturer)

20 of **Exbon Development Inc.**

21 \_\_\_\_\_  
22 (Bidding Entity)

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

40  
41  
42   
43 \_\_\_\_\_  
44 (Signature)

45 **7/9/2019**  
46 \_\_\_\_\_  
47 (Dated)

48 (Title 23 United States Code Section 112)

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

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

53 **END OF SECTION**

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

Non-Collusion Affidavit  
00 45 19-1

JOB ORDER CONTRACTS

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

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

**Bidders**

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/21/2019

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

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

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Billy Woo	
BW&T Insurance Services		<b>PHONE (A/C No. Ext):</b> (714) 353-7333	<b>FAX (A/C No.):</b> (714) 521-5508
6131 Orangethorpe Ave. Suite 350		<b>E-MAIL ADDRESS:</b> billy.woo@bwinsinv.com	
Buena Park CA 90620		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>		<b>INSURER A:</b> Mt. Hawley Insurance Company	<b>NAIC #</b> 37974
		<b>INSURER B:</b> West American Insurance Company	44393
		<b>INSURER C:</b> State Compensation Insurance Fund of California	35076
		<b>INSURER D:</b> AXIS Insurance company	37273
		<b>INSURER E:</b> Westchester Surplus Lines Insurance Company	10172
		<b>INSURER F:</b>	
Exbon Development, Inc 13831 Newhope Street Garden Grove CA 92843			

**COVERAGES                                      CERTIFICATE NUMBER:                                      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> No.ded GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	MGL0189417	04/25/19	04/25/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAW58012810	06/12/19	06/12/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$ 1,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	Y	Y	MXL0425989	04/25/19	04/25/20	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	9219132-18	10/1/18	10/1/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D/E	<b>Contractor's Professional &amp; Pollution Liability</b>	Y		CM003254022019	3/13/19	3/13/20	Occurrence/Aggregati \$1,000,000/\$2,00 Occurrence/Aggregati \$5,000,000/\$10,0

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Contact No. #19-J-01,02,03, General Conditions 00 72 00-59  
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 Owner, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein.  
\*\*30 days notice of cancellation for non-payment of premium.

**CERTIFICATE HOLDER                                      CANCELLATION**

County of Fresno Department of Public Works and Planning 2220 Tulare St., 6th Floor Fresno CA 93721	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	<b>AUTHORIZED REPRESENTATIVE</b> <i>Billy Woo</i>

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

### **SCHEDULE**

**Name of Person or Organization:**

County of Fresno, its officers, agents, and employees, individually and collectively

Project: West Lothian Roof Replacement, Project No. 956399, Contract No. 956399-LF-2019-96

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - AUTOMATIC STATUS FOR OTHER  
PARTIES WHEN REQUIRED IN WRITTEN  
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or



b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
County of Fresno, its officers, agents, and employees, individually and collectively	Contact No. #19-J-01,02,03, General Conditions 00 72 00-59
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
County of Fresno, its officers, agents, and employees, individually and collectively	Contact No. #19-J-01,02,03, General Conditions 00 72 00-59
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN  
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **SCHEDULE**

<b>Name Of Person Or Organization:</b>
County of Fresno, its officers, agents, and employees, individually and collectively
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form. The inclusion of additional interest or interests will not operate to increase the limit of our liability.

An additional premium of \$            is fully earned at the time of issue.

POLICY NUMBER: 9219132-18

EFFECTIVE: 10/01/2018 – 10/01/2019

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF SUBROGATION  
WORKERS COMPENSATION POLICY**

This endorsement modifies insurance provided under the following:

**WAIVER OF SUBROGATION ON WORKERS' COMPENSATION POLICY**

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

**Name of Person or Organization:**

County of Fresno, its officers, agents, and employees, individually and collectively

(If no entry appears above, information required to complete this endorsement will be shown in the Declaration as applicable to this endorsement).

*Billy Woo*

---

Authorized Representative

**PERFORMANCE BOND – PUBLIC WORK**

Bond No. 2981835  
\$ 8,265.00 premium is for contract term  
and is subject to adjustment based on final  
Contract Price.

KNOW ALL MEN BY THESE PRESENTS: That we,  
EXBON DEVELOPMENT, INC.

As Principal, and GREAT AMERICAN INSURANCE COMPANY, a corporation duly authorized under the laws of the  
State of OHIO to become surety on bonds and undertakings, as Surety, are held and firmly bound unto

COUNTY OF FRESNO

As Oblige in the full and just sum of

TWO MILLION & 00/100

Dollars, (\$ 2,000,000.00), lawful money of the United States of America, to be paid to the said  
Obligee, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors,  
successors, administrators and assigns, jointly and severally, firmly by these presents.

The Condition of the foregoing obligation is such that: whereas the above bounden Principal has entered into a contract,  
dated AUGUST 13TH, 2019, with the Oblige in to do and perform the following work, to-wit:  
YEAR

JOC 19-J-03; GENERAL BUILDING

as is more specifically set forth in said contract, to which contract reference is hereby made;

Now therefore, if the said Principal shall well and truly perform the work contracted to be performed under said contract in  
accordance with the plans and specifications, then the above obligation to be void, otherwise to remain in full force and  
virtue.

No right of action shall accrue under this bond to or for the use of any person other than the Oblige in named herein.

Sealed with our seals and dated this 21ST day of AUGUST, 2019  
YEAR

EXBON DEVELOPMENT, INC.


Principal

GREAT AMERICAN INSURANCE COMPANY

By

KEVIN VEGA

Attorney-in-Fact

  
Janet H. Lee CEO / President





**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 20974

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
PHILIP E. VEGA	ALL OF	ALL
KEVIN VEGA	COVINA, CALIFORNIA	\$100,000,000
BRITTON CHRISTIANSEN		
MYRNA F. SMITH		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 29TH day of NOVEMBER 2017

Attest

GREAT AMERICAN INSURANCE COMPANY



*Atty L. C. B.*  
Assistant Secretary

*David C. Kitchin*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 29TH day of NOVEMBER, 2017, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst  
Notary Public, State of Ohio  
My Commission Expires 05-18-2020

*Susan A. Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, STEPHEN C. BERHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 21st day of August, 2019



*Atty L. C. B.*  
Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of LOS ANGELES )

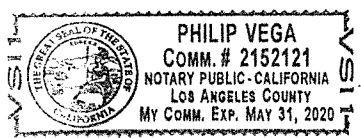
On 08/21/2019 before me, PHILIP VEGA, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared Kevin Vega, Attorney-in-Fact  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal



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

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )

County of Orange )

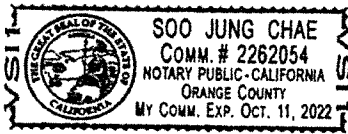
On 08/22/2019 before me, Soo Jung Chae, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Janet H Lee  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

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

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**PAYMENT BOND – PUBLIC WORK**

Bond No. 2981835  
Premium included in Performance bond

KNOW ALL MEN BY THESE PRESENTS, That  
EXBON DEVELOPMENT, INC.

, as Principal,  
and GREAT AMERICAN INSURANCE COMPANY, a corporation authorized to transact a general surety business  
in the State of California, as Surety, are held and firmly bound unto

COUNTY OF FRESNO

, as Obligee in the sum of

TWO MILLION & 00/100

Dollars (\$ 2,000,000.00) for the payment whereof, in lawful money of the United States, said Principal  
and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these  
presents.

The Condition of the foregoing obligation is such that: whereas, the above bounden Principal has entered into a contract,  
dated AUGUST 13TH, 2019, with the obligee to do the following work, to wit:  
YEAR

JOC 19-J-03; GENERAL BUILDING

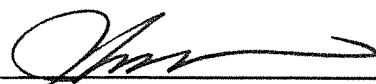
Now, therefore, if the above bounded Principal, contractor, person, company or corporation, or his or its sub-contractor, fails  
to pay any claimant named in Section 3181 of the Civil Code of the State of California, or amounts due under the Unemployment  
Insurance Code, with respect to work or labor performed by any such claimant, that the Surety on this bond will pay the  
same, in an amount not exceeding the aggregate sum specified in this bond, and also, in case suit is brought upon this  
bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, and attorney's  
fees to be taxed as costs in said suit.

This bond shall inure to the benefit of any person named in Section 3181 of the Civil Code of the State of California so as  
to give a right of action to them or their assigns in any suit brought upon this bond.

This bond is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated  
in Civil Code, Sections 3247-3252 inclusive, and all amendments thereto.

Signed and Sealed this 21ST day of AUGUST, 2019  
YEAR

EXBON DEVELOPMENT, INC.  
Principal

  
Janet H. Lee CEO / President

GREAT AMERICAN INSURANCE COMPANY  
Surety

By   
KEVIN VEGA Attorney-in-Fact

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 20974

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
PHILIP E. VEGA	ALL OF	ALL
KEVIN VEGA	COVINA, CALIFORNIA	\$100,000,000
BRITTON CHRISTIANSEN		
MYRNA F. SMITH		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 29TH day of NOVEMBER 2017

Attest

GREAT AMERICAN INSURANCE COMPANY



*Atty L C B*  
Assistant Secretary

*David C. Kitchin*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 29TH day of NOVEMBER, 2017, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst  
Notary Public, State of Ohio  
My Commission Expires 05-18-2020

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 21st day of August, 2019



*Atty L C B*  
Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of LOS ANGELES )

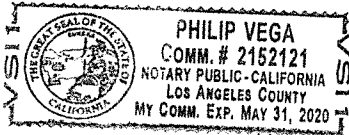
On 08/21/2019 before me, PHILIP VEGA, NOTARY PUBLIC  
*Date Here Insert Name and Title of the Officer*

personally appeared Kevin Vega, Attorney-in-Fact  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

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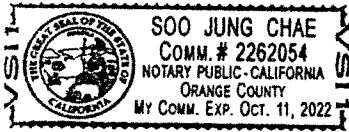
State of California )  
County of Orange )

On 08/22/2019 before me, Soo Jung Chae, Notary Public,  
*Date Here Insert Name and Title of the Officer*  
personally appeared Janet H Lee  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

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Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**SURETY VERIFICATION**

(Complete and return with Performance and Payment Bonds)

PROJECT General Building Job Order Contract

Contract No. 19-J-03

Contractor Exbon Development Inc.

Contact Person Peter An Phone No. (714) 539-2222

SURETY COMPANY (Exact Name Style, Home Office Address)

Great American Insurance Group

P.O. Box 5425

Cincinnati, OH 45201-5425

AGENT / BROKER

Attorney-in-fact Kevin E. Vega Phone No. (626) 859-1000

Firm Contractors & Developers Bonding

Mail Address 534 E Badillo St,

City, State, ZIP Covina, CA 91723

CA Dept of Insurance License No. \_\_\_\_\_ Expires \_\_\_\_/\_\_\_\_/\_\_\_\_  
(or attach copy of License)

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Owner's use only

Received 08 / 27 / 2019 By MW

Surety admitted 10 / 17 / 1945

Surety Best's Class XV Rating A+

Comments

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

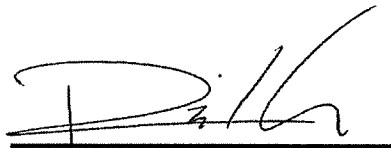


California Department of Insurance  
*C & D BONDING & INSURANCE SERVICES, INC.*  
License # 0E02012

Pursuant to the requirements of the State of California Insurance Code,  
C & D BONDING & INSURANCE SERVICES, INC. is authorized to act in the following capacity:

<u>License</u>	<u>Effective Date</u>	<u>Expiration Date</u>
Resident Insurance Producer	11/13/2007	05/31/2021
<u>Qualifications</u>		
Casualty Broker-Agent	11/13/2007	
Property Broker-Agent	11/13/2007	

Business Address: 534 East Badillo Street , Covina , California 91723



Ricardo Lara, Insurance Commissioner

