

Project Manual

GENERAL BUILDING JOB ORDER CONTRACT

Contract #'s ~~18-J-01~~, Class B
18-J-02
~~18-J-03~~

The County of Fresno Department of Public Works and Planning

2220 Tulare St., 7th Floor
Fresno, California 93721

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

Pre-bid Conference: Thursday, June 7, 2018, 10:00 a.m.

Bid Date: Thursday, July 21, 2018, 1400 hours and 00 seconds

Budget / Account – Various Funding Orgs



Contract: 18-J-01
18-J-02
18-J-03

Capital Projects Division

Department of Public Works & Planning

Cover Sheet
00 00 10-1

COPY NO.



County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING
STEVEN E. WHITE, DIRECTOR

June 8, 2018

Contract No. 18-J-01, 02, 03

ADDENDUM NO. 1 to the Bidding and Contract Documents for General Building Job Order Contract 18-J-01, 18-J-02, 18-J-03, revising the Bidding and Contract Documents as follows:

COVER PAGE

DELETE the following text:

Bid Date: Thursday, July 21, 2018, 1400 hours and 00 seconds

REPLACE with the following text:

Bid Date: Thursday, June 21, 2018, 1400 hours and 00 seconds

TABLE OF CONTENTS

No changes

NOTICE TO BIDDERS

No changes

SPECIAL PROVISIONS

No changes

PROPOSAL

No changes

AGREEMENT

No changes

PROJECT DETAILS

No changes

PLANS

No changes

END OF ADDENDUM NO. 1

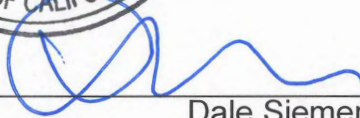
Please attach this Addendum to the inside cover of the Specifications booklet. If you have given the Bidding and Contract Documents to someone else, please forward this Addendum.



6/8/18
Date Signed

Supervising Engineer:

FRESNO COUNTY
Department of Public Works and Planning
m/a 2220 Tulare Street, Seventh Floor
Fresno, CA 93721-2106



Dale Siemer, PE 59670
Lic. Expiration: 12/31/19

The County of Fresno
Department of Public Works and Planning

JOB ORDER CONTRACT

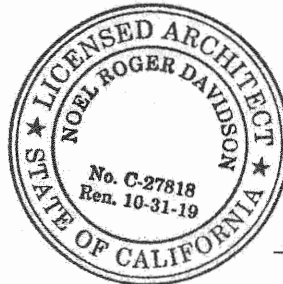
18-J-01, 18-J-02, 18-J-03

Adopted by the Fresno County Board of Supervisors, August 7, 2018

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

Jean Rousseau, County Administrative Officer

Steven E. White, Director
Department of Public Works and Planning



06.05.2018
Date Signed

Capital Projects :

RD Davidson

Noel Roger Davidson, C27818
License Expiration 10/31/19

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

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

JOB ORDER CONTRACT

Contract #18-J-01, Class B
18-J-02
18-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

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, June 21, 2018**
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.: 18-J-01, Class B**
21 **18-J-02, Class B**
22 **18-J-03, Class B**
23

24 A Job Order Contract is an indefinite quantity contract pursuant to which the
25 Contractor will perform an ongoing series of individual projects at different locations
26 throughout the County of Fresno. The bid documents include a Construction Task
27 Catalog® containing construction tasks with preset Unit Prices. All Unit Prices are
28 based on local labor prevailing wages, material and equipment prices and are for the
29 direct cost of construction.
30

31 **A MANDATORY pre-bid conference will be held at 10:00 a.m., on Thursday, June**
32 **7, 2018 for the purpose of discussing the Job Order Contract concept,**
33 **documents, bid considerations and to discuss Job Order Contracting from a**
34 **contractor's viewpoint. The MANDATORY pre-bid conference will be conducted**
35 **in the 8th Floor Conference Room A in the Fresno County Plaza Building, 2220**
36 **Tulare Street, Fresno, CA 93721.**
37

38 **Prospective bidders whose representative(s) attend the MANDATORY pre-bid**
39 **conference will receive the official specification books, the Construction Task**
40 **Catalogs® and the Technical Specifications; however, no such documents will**
41 **be provided to firms whose representative(s) did not attend the MANDATORY**
42 **pre-bid conference or who may have attended but failed to complete the sign-in**
43 **sheets that will be provided at said conference.**
44

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

50 **Each firm represented at the MANDATORY pre-bid will be provided one copy of**
51 **the official Specification book and one copy of the disks containing the**
52 **Construction Task Catalog® and the Technical Specifications for Contracts 18-**
53 **J-01, 18-J-02, and 18-J-03.**
54

1 **The County reserves the right, in its sole discretion, to schedule a second pre-**
2 **bid conference via the issuance of an addendum to this contract. In such case,**
3 **attendance at only one of the pre-bid conferences will be mandatory.**
4

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

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

22 If the Work Order Price Proposal is found to be reasonable, a Work Order may be
23 issued. The Contractor is required to complete each Detailed Scope of Work for the
24 Job Order Price within the Job Order Completion Time.
25

26 A Work Order will reference the Detailed Scope of Work and set forth the Work Order
27 Completion Time, and the Work Order Price. The Work Order Price is determined by
28 multiplying the preset Unit Prices by the appropriate quantities and by the appropriate
29 Adjustment Factor. The Work Order Price shall be a lump sum, fixed price for the
30 completion of the Detailed Scope of Work.
31

32 A separate Work Order will be issued for each project. Extra work, credits, and
33 deletions will be contained in a Supplemental Work Order.
34

35 Minimum and Maximum Contract Values:

36 A. The Minimum Contract Value for this Contract is \$25,000. If a contract is
37 awarded, the Contractor is guaranteed to receive the opportunity to perform
38 one or more Work Orders totaling at least \$25,000 issued during the Contract
39 Term.
40

41 B. The Maximum Contract Value is \$1,500,000, with one option to increase the
42 Maximum Contract Value up to the amount currently authorized by the
43 California Public Contract Code during the term of the Contract. The Contractor
44 is not guaranteed to receive this volume of Work Orders. It is merely an
45 estimate. The Owner has no obligation to issue Work Orders in excess of the
46 Minimum Contract Value.
47

48 Contract Term:

49 A. The Contract Term commences on the date the contract is awarded by the
50 County of Fresno Board of Supervisors (i.e.: the effective date of the Contract).
51

52 B. The term of the Job Order Contract will be either for one year or when issued
53 Work Orders totaling the Maximum Contract Value have been completed,
54 whichever occurs first. All Work Orders must be issued but not necessarily
55 completed within one calendar year of the effective date of the Contract. All

1 Work Orders for which a Notice to Proceed is issued by the County Contract
2 Manager during the term of this Contract shall be valid and in effect
3 notwithstanding that the Detailed Scope of Work may be performed, payments
4 may be made, and the guarantee period may continue, after the Contract Term
5 has expired. All terms and conditions of the Contract apply to each Work Order.
6 No notices to proceed will be issued after 5:00, P.M. on the final day of the
7 Contract Term.
8

9 The County of Fresno is committed to increasing the availability of employment and
10 training opportunities, and requires that the Contractor and each subcontractor
11 employed on this Project shall use their best efforts to ensure that thirty-three percent
12 (33%) of apprentice hours are performed by qualified participants in state approved
13 apprenticeship programs who also are current or former "Welfare-to-Work"
14 participants in the CalWORKs program. Attention is directed to "Apprentices" in
15 Section 05-1.13 of these Special Provisions.
16

17 Incentives whereby the Contractor or subcontractor receives partial reimbursement
18 for the wages paid to apprentices who qualify may be available. The incentive
19 program is administered by the County of Fresno, Department of Social Services,
20 Employment Resource Center. For questions regarding the incentive program,
21 contact the Employment Resource Center at (559) 600-5370.
22

23
24 Known Bid Document holder names and exchange/publication names may be
25 obtained from the Fresno County website at
26 <http://www.co.fresno.ca.us/planholders>. A Summary of Bids for the apparent low
27 bidder will be posted at the above listed website, generally within 24 hours of the Bid
28 Opening.
29

30 Electronic copies of the Specification books are made available solely for the
31 convenience of prospective bidders on the Contract, and are not considered part of
32 the contract documents. No representation or warranty is made, either express or
33 implied, with regard to the accuracy or suitability of said electronic copies for any
34 purpose whatsoever. Utilization or viewing of said electronic copies shall constitute
35 implicit acknowledgement and acceptance of the provisions of this paragraph.
36

37 All questions regarding this contract shall be in writing and shall be received by the
38 Department of Public Works and Planning, Design Division, no later than 2:00 P.M.
39 on the seventh (7th) calendar day before bid opening. Any questions received after
40 this deadline will not receive a response unless the Department of Public Works and
41 Planning elects to issue an addendum to revise the bid opening date. In the event
42 that the bid opening date is revised, the deadline for questions will be extended to no
43 later than 2:00 P.M. on the seventh (7th) calendar day before the revised bid opening
44 date. Questions shall be submitted on the "CONTRACTOR REQUEST FOR
45 CLARIFICATION" form provided in the "Project Details" section of these contract
46 specifications. Fax questions to (559) 455-4609; e-mail to
47 DesignServices@co.fresno.ca.us or mail to:
48

49 County of Fresno
50 Department of Public Works and Planning
51 2220 Tulare Street, Sixth Floor
52 Fresno, CA 93721-2104
53

54 Any changes to, or clarification of, the Contract documents and specifications shall be
55 in the form of a written addendum issued to planholders of record. Questions that

1 prompt a change or clarification shall be included in the addendum with the
2 subsequent answer.

3
4 Any oral explanation or interpretations given to this project are not binding.

5
6 Bidders will submit one (1) bid that will be considered for three potential Contracts
7 being offered.

8
9 Bidders will bid three (3) sets of Adjustment Factors to be applied to the Unit Prices.

- 10 • One set of Adjustment Factors for County/State-funded projects.
- 11 • One set of Adjustment Factors for Federally-funded projects.
- 12 • One set of Adjustment Factors for County/State-funded projects in a Secure
13 Facility.

14
15 Each set of Adjustment Factors will include one Adjustment Factor for performing work
16 during Normal Working Hours and a second Adjustment Factor for performing work
17 during Other Than Normal Working Hours. All Adjustment Factors apply to every task
18 in the Construction Task Catalog®.

19
20 The County intends to award a contract to each of the three (3) lowest responsible
21 bidders. One proposal must be submitted by each bidder wishing to bid for one of the
22 three contracts in the Class B license category. Bids will be compared, for purposes
23 of identifying the apparent low bidder for proposed award of the contract, on the basis
24 of the Award Criteria Figure. The Award Criteria Figure is the sum of the weighted
25 Adjustment Factors.

26
27 The Construction Task Catalog® is priced at a net value of 1.0000. The bid shall be
28 an increase to (e.g., 1.1000) or decrease to (e.g., 0.9500) the Unit Prices listed in the
29 Construction Task Catalog®. Bidders who submit separate Adjustment Factors for
30 separate Unit Prices will be considered non-responsive and their bid will be rejected.

31
32 The Owner selected The Gordian Group's (Gordian) Job Order Contracting (JOC)
33 Solution (Gordian JOC Solution™) for their JOC program. The Gordian JOC Solution
34 includes Gordian's proprietary eGordian® JOC Applications and Construction Task
35 Catalog®, which shall be used by the Contractor to prepare and submit Job Order
36 Proposals, subcontractor lists, and other requirements specified by the Owner. The
37 Contractor shall be required to execute Gordian's JOC System License and Fee
38 Agreement, and pay a 1% JOC System License Fee to obtain access to the Gordian
39 JOC Solution.

40
41 Each bid shall be submitted in a sealed envelope addressed to the Department and
42 labeled with the name of the bidder, the name of the project, the contract number, and
43 the statement 'Do Not Open Until The Time Of Bid Opening.'

44
45 Bid security in the amount \$25,000, and in the form of a bid bond issued by an
46 admitted surety insurer licensed by the California Department of Insurance, cash,
47 cashier's check or certified check shall accompany the bid. Bid security shall be made
48 in favor of the County of Fresno.

49
50 No contract will be awarded to a contractor who has not been licensed in accordance
51 with the provisions of the Contractors State License Law, California Business and
52 Professions Code, Division 3, Chapter 9, as amended, or whose bid is not on the
53 proposal form included in the contract document. A valid California Contractor's
54 License, **Class B, (General Building)** is required for this project.

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

5
6 No contractor or subcontractor may be awarded a contract for public work on a public
7 works project unless registered with the Department of Industrial Relations pursuant
8 to Labor Code section 1725.5.

9
10 The work performed under this contract is subject to compliance monitoring and
11 enforcement by the Department of Industrial Relations.

12
13 This contract is subject to state contract nondiscrimination and compliance
14 requirements pursuant to Government Code, Section 12990.

15
16 Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the
17 county, or counties, in which the work is to be done have been determined by the
18 Director of the California Department of Industrial Relations. These wages are set
19 forth in the General Prevailing Wage Rates for this project, available at County of
20 Fresno, Department of Public Works and Planning, 2220 Tulare Street, Sixth Floor,
21 Fresno CA 93721-2104 and available from the California Department of Industrial
22 Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Future effective
23 general prevailing wage rates, which have been predetermined and are on file with
24 the California Department of Industrial Relations are referenced but not printed in the
25 general prevailing wage rates.

26
27 The successful bidder shall furnish a faithful performance bond in the amount of 100
28 percent of the Maximum Contract Value, a payment bond in the amount of 100 percent
29 of the Maximum Contract Value, and One Year Warranty Bond in the amount of 10
30 percent of the Maximum Contract Value. Each bond specified in this Notice (bid bond,
31 faithful performance bond and payment bond) shall meet the requirements of all
32 applicable statutes, including but not limited to those specified in Public Contract Code
33 section 20129 and Civil Code section 3248.

34
35 Each bond specified in this Notice shall be issued by a surety company designated as
36 an admitted surety insurer in good standing with and authorized to transact business
37 in this state by the California Department of Insurance, and acceptable to the County
38 of Fresno. Bidders are cautioned that representations made by surety companies will
39 be verified with the California Department of Insurance. Additionally, the County of
40 Fresno, in its discretion, when determining the sufficiency of a proposed surety
41 company, may require the surety company to provide additional information supported
42 by documentation. The County generally requires such information and
43 documentation whenever the proposed surety company has either a Best's Key
44 Rating Guide of less than **A** and a financial size designation of less than **VIII**.
45 Provided, however, that the County expressly reserves its right to require all
46 information and documentation to which the County is legally entitled from any
47 proposed surety company.

48
49 Pursuant to Public Contract Code Section 22300, substitution of securities for any
50 moneys withheld by the County of Fresno to ensure performance under the contract
51 shall be permitted.

52
53 The Board of Supervisors reserves the right to reject any or all bids.

54
55 Board of Supervisors, County of Fresno

BID BOOK

GENERAL BUILDING JOB ORDER CONTRACT

BUDGET / ACCOUNT: VARIOUS



Department of Public Works and Planning

CONTRACT NUMBER 18-J-01, 18-J-01, 18-J-03

COPY NUMBER:

INSTRUCTIONS TO BIDDERS

1.01 EXPLANATION TO BIDDERS

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

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

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

1.03 PROPOSAL GUARANTEE

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

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

1.04 PREPARATION OF PROPOSALS

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

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

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.

1.08 DISQUALIFICATION OF BIDDERS

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

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

1.09 WITHDRAWAL OR REVISION OF PROPOSALS

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

1.10 PUBLIC OPENING OF PROPOSALS

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

1.11 RELIEF OF BIDDER

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

3 4 1.12 AWARD OF CONTRACT 5

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

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

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

26 27 28 1.13 CANCELLATION OF AWARD 29

30 The awarding authority reserves the right to cancel the award of any contract at any
31 time before the execution of said contract by all parties without any liability against the
32 Owner.

33 34 35 1.14 CONTRACT BONDS 36

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

41
42 The successful bidder shall furnish a faithful performance bond in the amount of 100
43 percent of the Maximum Contract Value and a payment bond in the amount of 100
44 percent of the Maximum Contract Value and a one year Warranty Bond in the amount
45 of 10 percent (10%) of the Maximum Contract Value. Said bonds shall be submitted
46 in triplicate.
47

1 The payment bond shall contain provisions such that if the Contractor or his/her
2 subcontractors shall fail to pay (a) amounts due under the Unemployment Insurance
3 Code with respect to work performed under the contract, or (b) any amounts required
4 to be deducted, withheld and paid over to the Employment Development Department
5 and to the Franchise Tax Board from the wages of the employees of the Contractor
6 and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code
7 with respect to such work and labor, then the surety will pay these amounts. In case
8 suit is brought upon the payment bond, the surety will pay a reasonable attorney's fee
9 to be fixed by the court.

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

15 16 1.15 BUILDERS RISK INSURANCE

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

22 23 24 1.16 POST-BID / PRE-AWARD INFORMATION

25
26 Within eight calendar days after bid opening, the apparent low bidder shall submit the
27 following information to the Owner:

- 28
29 A. Any qualification statement, list of projects, or other material required by
30 specification documents for the purpose of evaluating the competency and
31 qualifications of the apparent low bidder. Such qualification statements may
32 be in addition to statements required to be submitted with the proposal. Such
33 qualification statements shall be supplemented with additional material, if
34 required by the Owner.

35
36 Upon completion of the bid evaluation process, qualification information
37 submitted by other than the apparent low bidder will be returned upon request.

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

47
48 END OF SECTION

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 Optional for 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.

8
9
10 END OF SECTION
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PROPOSAL TO THE BOARD OF SUPERVISORS
COUNTY OF FRESNO

Contract: **Job Order Contract – 'B' License**

Contract No.: ~~#18-J-01~~
 18-J-02
 ~~18-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. #17-J-01
 17-J-02
 17-J-03

Proposal
00 42 13-1

JOB ORDER CONTRACT

BIDDER: Haus Construction, Inc.

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

Zero Point Nine Six Five Zero

(Written in Words)

0	■	9	6	5	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)

Zero Point Nine Six Five Zero

(Written in Words)

0	■	9	6	5	0
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(Specify to four (4) decimal places)

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

Zero Point Eight Zero Zero Zero

(Written in Words)

0	■	8	0	0	0
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(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 Zero Zero Zero

(Written in Words)

0	■	8	0	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)

Zero Point Nine Zero Five Zero

(Written in Words)

0	■	9	0	5	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)

Zero Point Nine Zero Five Zero

(Written in Words)

0	■	9	0	5	0
---	---	---	---	---	---

(Specify to four (4) decimal places)

Acknowledgement of Addendum:Addendum No. 1 Dated 06/08/18 Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Award Criteria Figure

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

Line 1.	County/State-funded Projects – Normal Working Hours	1. 0.9650	
Line 2.	Multiply Line 1 by 50%		2. 0.4825
Line 3.	County/State-funded Projects – Other Than Normal Working Hours	3. 0.9650	
Line 4.	Multiply Line 3 by 15%		4. 0.1448
Line 5.	Federally-funded Projects – Normal Working Hours	5. 0.8000	
Line 6.	Multiply Line 5 by 5%		6. 0.0400
Line 7.	Federally-funded Projects – Other Than Normal Working Hours	7. 0.8000	
Line 8.	Multiply Line 7 by 5%		8. 0.0400
Line 9.	County/State-funded Projects in Secure Facilities – Normal Working Hours	9. 0.9050	
Line 10.	Multiply Line 9 by 15%		10. 0.1358
Line 11.	County/State-funded Projects in Secure Facilities – Other Than Normal Working Hours	11. 0.9050	
Line 12.	Multiply Line 11 by 10%		12. 0.0905
Line 13.	Add Lines 2, 4, 6, 8, 10 and 12 This is the Award Criteria Figure:		0.9336

Contract No. #18-J-01
18-J-02
18-J-03

Proposal
00 42 13-3

JOB ORDER CONTRACT

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

3
4 **Award Criteria Figure**

5
6
7
8 Zero Point Nine Three Three Six

9 (Written in Words)

0	■	9	3	3	6
---	---	---	---	---	---

(Specify to four (4) decimal places)

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

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

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

28
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32 **END OF SECTION**
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BID SECURITY FORM

CONTRACT: JOB ORDER CONTRACTS

CONTRACT: #18-J-01, 18-J-02, 18-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.

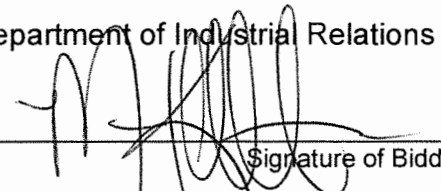
FIRM NAME Haus Construction, Inc.

1479 W Barstow Ave, Fresno, CA 93711

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

Class B License No. 1012660 Expires 04/30/2020

Department of Industrial Relations Registration No: 1000040312

 Signature of Bidder 06/21/18
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: 1479 W Barstow Ave, Fresno, CA 93711
Zip Code

MAILING ADDRESS: 1479 W Barstow Ave, Fresno, CA 93711
Zip Code

BUSINESS PHONE: (559) 994-0853 **FAX NUMBER:** (559) 233-2850

EMAIL: marc@hausconinc.com

END OF SECTION

Contract No.: #18-J-01
18-J-02
18-J-03

Bid Security Form
00 43 13-1

JOB ORDER CONTRACT

1 **CONTRACT:** JOB ORDER CONTRACTS

2
3 **CONTRACT:** 18-J-01, 18-J-02, 18-J-03, Class B

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

6
7 **NONCOLLUSION AFFIDAVIT**

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

10
11
12 Marc Kerkochian

13 (Printed or Typed Name)

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

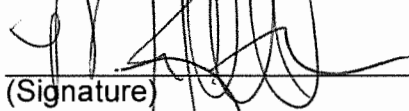
16
17 President

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

19
20 of Haus Construction, Inc.

21 (Bidding Entity)

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

40
41
42 

43 (Signature)

June 21, 2018

(Dated)

44
45 (Title 23 United States Code Section 112)

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

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

52
53 **END OF SECTION**

Contract No.: #18-J-01
18-J-02
18-J-03

Non-Collusion Affidavit
00 45 19-1

JOB ORDER CONTRACT

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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 Haus Construction, Inc. hereinafter called the Contractor, and the County of Fresno hereinafter called the 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. 18-J-01, also referred to herein as the "Contract"**.

18-J-02

18-J-03

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

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

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

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

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

25 The Contract is an indefinite-quantity contract for construction work and services. The
26 Minimum Contract Value of Work Orders that the Contractor is guaranteed the
27 opportunity to perform under this Contract is \$25,000. The Maximum Contract Value is
28 \$1,500,000. At the discretion of the Owner and if deemed to be in the public interest, the
29 Maximum Contract Value of this Contract may be increased to the limit allowable by
30 Public Contract Code during the Term of the Agreement.
31

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

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

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3
4 5. County / State-funded Projects in Secure Facilities – Normal Working Hours (7:00am
5 to 5:00pm Monday through Friday)
6
7
8

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

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

20 **ARTICLE VI.** The Contractor and the Owner agree that changes in this Agreement shall
21 become effective only when written in the form of an amendment approved and signed
22 by the Owner and the Contractor.
23

24 The Contractor and the Owner agree that the Owner shall have the right to request any
25 alterations, deviations, reductions or additions to the Detailed Scope of Work of the
26 individual Work Orders or specifications or any of them, and the amount of the cost
27 thereof shall be handled by issuance of a Supplemental Work Order.
28

29 This contract shall be deemed completed when the work of all individual Work Orders is
30 finished in accordance with all Contract Documents as amended by such changes. No
31 such change or modification shall release or exonerate any surety upon any guaranty or
32 bond given in connection with this contract.
33
34

35 **ARTICLE VII.** In the event of a dispute between the Owner or Project Manager and the
36 Contractor as to an interpretation of any of the specifications or as to the quality of
37 sufficiency of material or workmanship, the decision of the Project Manager shall for the
38 time being prevail and the Contractor, without delaying the job, shall proceed as directed
39 by the Project Manager without prejudice to a final determination by negotiation,
40 arbitration by mutual consent or litigation and should the Contractor be finally determined
41 to be either wholly or partially correct, the Owner shall reimburse him for any added costs
42 he may have incurred by reason of work done or material supplied beyond the terms of
43 the contract as a result of complying with the Project Manager's directions as aforesaid.
44 In the event the Contractor shall neglect to prosecute the work properly or fail to perform
45 any provisions of this contract, the Owner, after three days' written notice to the
46 Contractor, may, without prejudice to any other remedy it may have, make good such
47 deficiencies and may deduct the cost thereof from the payment then or thereafter due to
48 the Contractor, subject to final settlement between the parties as in this paragraph
49 hereinabove provided.
50
51
52

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

15
16 In the event of any such termination, the Owner shall immediately serve written notice
17 thereof upon the surety and the Contractor, and the surety shall have the right to take
18 over and perform the contract, provided, however, that if the surety within ten (10) days
19 after the serving upon it of notice of termination does not give the Owner written notice
20 of its intention to take over and perform the contract or does not commence performance
21 thereof within the ten (10) days stated above from the date of the serving of such notice,
22 the Owner may take over the work and prosecute the same to completion by contract or
23 by any other method it may deem advisable for the account and at the expense of the
24 Contractor, and the Contractor and his surety shall be liable to the Owner for any excess
25 cost occasioned the Owner thereby, and in such event the Owner may without liability
26 for so doing, take possession of and utilize in completing the work, such materials,
27 appliances, plant and other property belonging to the Contractor as may be on the site
28 or the work and necessary therefore. In such case, the Contractor shall not be entitled
29 to receive any further payment until the work is finished.

30
31 If the unpaid balance of the contract price shall exceed the expense of finishing the work,
32 including compensation for additional managerial and administrative services, such
33 excess shall be paid to the Contractor. If such expense shall exceed such unpaid
34 balance, the Contractor shall pay the difference to the Owner. The expense incurred by
35 the Owner as herein provided, and damage incurred through the Contractor's default,
36 shall be certified by the Project Manager.

37
38
39 **ARTICLE IX.** The Contractor and his subcontractors shall comply with Sections 1770 –
40 1780 of the California Labor Code and the provisions of Sections 2.52 and 2.55 of the
41 General Conditions concerning the payment of wages to all workers and mechanics,
42 and the employment and payment of apprentices by the Contractor or any subcontractor
43 for all work performed under this Agreement.

44
45
46 **ARTICLE X.** The Contractor and his subcontractors shall comply with Sections 1810 to
47 1815 of the California Labor Code and the provisions of Section 2.51 of the General
48 Conditions, concerning hours of work and payment of overtime compensation for all
49 work performed under this Agreement.

50
51
52 **ARTICLE XI. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor
53 agrees to and shall indemnify, save, hold harmless and at County's request, defend

1 County and its officers, agents and employees, and the Project Manager and their
2 respective officers, agents and employees, from any and all costs and expenses,
3 attorney fees and court costs, damages, liabilities, claims and losses occurring or
4 resulting to County, or the Project Manager in connection with the performance, or failure
5 to perform, by Contractor, its officers, agents or employees under this Agreement, and
6 from any and all costs and expenses, attorney fees and court costs, damages, liabilities,
7 claims and losses occurring or resulting to any person, firm or corporation who may be
8 injured or damaged by the performance, or failure to perform, of Contractor, its officers,
9 agents or employees under this Agreement. In addition, Contractor agrees to indemnify
10 County for Federal, State of California and/or local audit exceptions resulting from non-
11 compliance herein on the part of Contractor.
12

13 In any and all claims against the County, the Project Manager, or any of their respective
14 officers, agents or employees, initiated by any employee of the Contractor, any
15 Subcontractor, anyone directly or indirectly employed by any of them or anyone for
16 whose acts any of them may be liable, the indemnification obligation set forth in the
17 immediately preceding paragraph shall not be limited in any way by any limitation on the
18 amount or type of damages, compensation or benefits payable by or for the Contractor
19 or any Subcontractor under workmen's compensation acts, disability benefit acts or other
20 employee benefit acts.
21
22

23 **ARTICLE XII. INSURANCE:** Without limiting the Owner's right to obtain indemnification
24 from Contractor or any third parties, Contractor, at its sole expense, in accordance with
25 the provisions of Section 2.40 of the General Conditions, shall maintain in full force and
26 effect the following insurance policies throughout the term of this Agreement, excepting
27 only those policies for which a longer term is specified:
28
29

30 A. Commercial General Liability Insurance, with scope and amount of coverage
31 as specified in Section 2.40 E.2 of the General Conditions.
32

33 B. Automobile Liability Insurance, with scope and amount of coverage as specified in
34 Section 2.40 E.2 of the General Conditions.
35

36 C. Professional Liability Insurance, with scope and amount of coverage as specified in
37 Section 2.40 E.3 of the General Conditions.
38

39 D. Worker's Compensation Insurance, with scope and amount of coverage as
40 specified in Section 2.40 E. 4 of the General Conditions.
41

42 The Certificate of Insurance shall be issued in triplicate, to the COUNTY OF FRESNO,
43 and all other participating agencies, whether or not said agencies are named herein,
44 who contribute to the cost of the work or have jurisdiction over areas in which the work
45 is to be performed and all officers and employees of said agencies while acting within
46 the course and scope of their duties and responsibilities.
47
48

49 **ARTICLE XIII. MISCELLANEOUS PROVISIONS:**

50
51 1. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time
52 during business hours, and as often as the OWNER may deem necessary, make

1 available to the OWNER for examination all of its records and data with respect to the
2 matters covered by this Agreement. The CONTRACTOR shall, upon request by the
3 OWNER, permit the OWNER to audit and inspect all of such records and data necessary
4 to ensure CONTRACTOR'S compliance with the terms of this Agreement.
5 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be
6 subject to the examination and audit of the Auditor General for a period of three (3) years
7 after final payment under contract (Government Code Section 8546.7).
8

9 2. INDEPENDENT CONTRACTOR.

10
11 In performance of the work, duties, and obligations assumed by CONTRACTOR
12 under this Agreement, it is mutually understood and agreed that CONTRACTOR,
13 including any and all of CONTRACTOR officers, agents, and employees will at all times
14 be acting and performing as an independent contractor, and shall act in an independent
15 capacity and not as an officer, agent, servant, employee, joint venture, partner, or
16 associate of the OWNER. CONTRACTOR and OWNER shall comply with all applicable
17 provisions of law and the rules and regulations, if any, of governmental authorities having
18 jurisdiction over matters of the subject thereof. Because of its status as an independent
19 contractor, CONTRACTOR shall have absolutely no right to employment rights and
20 benefits available to OWNER's employees. CONTRACTOR shall be solely liable and
21 responsible for providing to, or on behalf of, its employees all legally-required employee
22 benefits. In addition, CONTRACTOR shall be solely responsible and save OWNER
23 harmless from all matters related to payment of CONTRACTOR's employees, including
24 compliance with social security, withholding, and all other regulations governing such
25 matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may
26 be providing services to others unrelated to the OWNER or to this Agreement.
27

28 3. DISCLOSURE OF SELF-DEALING TRANSACTIONS

29
30 This provision is only applicable if the CONTRACTOR is operating as a
31 corporation (a for-profit or non-profit corporation) or if during the term of the
32 agreement, the CONTRACTOR changes its status to operate as a corporation.
33

34 Members of the CONTRACTOR's Board of Directors shall disclose any self-
35 dealing transactions that they are a party to while CONTRACTOR is providing
36 goods or performing services under this agreement. A self-dealing transaction
37 shall mean a transaction to which the CONTRACTOR is a party and in which one
38 or more of its directors has a material financial interest. Members of the Board of
39 Directors shall disclose any self-dealing transactions that they are a party to by
40 completing and signing a Self-Dealing Transaction Disclosure Form, attached
41 hereto as Exhibit A and incorporated herein by reference, and submitting it to the
42 OWNER prior to commencing with the self-dealing transaction or immediately
43 thereafter.
44

45
46 **ARTICLE XIV.** The Contractor represents that he has secured the payment of Workers
47 Compensation in compliance with the provisions of the Labor Code of the State of
48 California and Paragraphs B.3, C.3 and E.4 of Section 2.40 of the General Conditions,
49 and that he will continue so to comply with such statutory and contractual provisions for
50 the duration and entirety of the performance of the work contemplated herein.

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CONTRACTOR

COUNTY OF FRESNO

Haus Construction Inc
CONTRACTOR

BY: S. Quintero
SAL QUINTERO, CHAIRPERSON,
BOARD OF SUPERVISORS

47-5103316
(Taxpayer Federal I.D. No.)

ATTEST: Susan Bishop
BERNICE E. SEIDEL, CLERK OF THE
BOARD OF SUPERVISORS

BY: 

TITLE: CEO

VARIOUS ORGS.
0001/8830/10000/7295
0001/43601150/10000/7295
0001/8852/10000/7295

END OF SECTION

Contract No.: #~~18-J-01~~
18-J-02
~~18-J-03~~

Agreement
00 52 13-7

JOB ORDER CONTRACT

CONTRACTOR REQUEST FOR CLARIFICATION

CONTRACT: JOB ORDER CONTRACT

Contract No.: #18-J-01, 18-J-02, 18-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) 600-4399 or email to: DesignServices@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: _____

Contract No.: #18-J-01
18-J-02
18-J-03

Contractor Request for Clarification
00 63 19-1

JOB ORDER CONTRACT

SAMPLE GUARANTY FORM

CONTRACT NO: #18-J-01, 18-J-02, 18-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.

(Company)

By: _____

(Title)

Date: _____

END OF SECTION

Contract No.: #18-J-01
18-J-02
18-J-03

Guaranty
00 65 36-1

JOB ORDER CONTRACT

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

41 2.05 SPECIFICATIONS AND DRAWINGS
42

- 43 A. Precedence – Anything mentioned in the Specifications and not shown on the
44 Drawings, or shown on the drawings and not mentioned in the specifications,
45 shall be of like effect as if shown or mentioned in both. Subject to Section 2.02,
46 in cases of discrepancy concerning dimension, quantity and location, the
47 Drawings shall take precedence over the Specifications. Explanatory notes on
48 the Drawings shall take precedence over conflicting drawn indications. Large
49 scale details shall take precedence over smaller scale details and figured
50 dimensions shall take precedence over scaled measurement. Where figures
51 are not shown, scale measurements shall be followed but shall in all cases be
52 verified by measuring actual conditions of Work already in place. In cases of

discrepancy concerning quality and application of materials and non-technical requirements over materials, the specifications shall take precedence over Drawings.

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

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

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

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

F. Shop Drawings, Product Data and Samples –

1. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work. Samples are physical examples that illustrate materials, equipment or workmanship, and establish standards by which the work will be judged.

2. The Contractor shall prepare, review, approve and submit to the IOR, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the Owner or any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.
3. By preparing, approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that the Contractor has determined and verified all materials, field measurements and field construction criteria related thereto, or will do so with reasonable promptness, and has checked and coordinated the information contained within such submittals with the requirements of the Work, the Project, the Work Order and the Contract Documents.
4. The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect's review of Shop Drawings, Product Data or Samples, unless the Contractor has specifically informed the IOR in writing of such deviation at the time of submission and the Architect has reviewed the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Architect's review of them.
5. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications. The cost of such certifications shall be borne by the Contractor. Owner may elect to have an independent certification performed at its own expense. The Owner shall have final approving authority for performance-based items.
6. The Contractor shall direct specific attention, in writing or on resubmitted Shop drawings, Product Data, or Samples, to revisions other than those requested by the Architect on previous submittals.
7. No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been reviewed by the Architect. All such portions of the Work shall be in accordance with reviewed submittals.
8. Submission of Shop Drawings and Samples to the IOR is required for only those items specifically mentioned in the Specification Sections. If Contractor submits Shop Drawings for items other than the above, the IOR will not be obligated to distribute or review them. Contractor shall be responsible for the procuring of Shop Drawings for his/her own use as he/she may require for the progress of the Work.
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,

1 piping, duct and conduit systems, and methods of construction as may
2 be required to show that the materials, equipment or systems and the
3 positions and layout of each conform to the Contract requirements. As
4 used herein the term "manufactured" applies to standard units usually
5 mass-produced, and the term "fabricated" means items specifically
6 assembled or made out of selected materials to meet individual design
7 requirements. Shop Drawings shall establish the actual detail of all
8 manufactured or fabricated items; indicate proper relation to adjoining
9 work; amplify design details of mechanical and electrical equipment in
10 proper relation to physical spaces in the structure; and incorporate
11 minor changes of design or construction to suit actual conditions.
12

13 10. Drawings: Following Contractor's review and approval, Contractor shall
14 submit to the IOR for approval four (4) minimum to six (6) maximum
15 prints and/or pdf submission of the same information via email.
16 Required delivery methods and quantities of submittals will be
17 determined at the time of the Pre-Construction Meeting). The IOR will
18 check the submittal to see if it is complete. If complete, the IOR will
19 forward the drawings to the Owner and the Architect. The Architect and
20 Owner will check the drawings and note Architect and Owner
21 comments and affix a stamp to the drawings indicating the status of
22 acceptance, and will return same to the IOR, each retaining prints for
23 his/her records. The Architect or his/her consultants, as applicable, will
24 review the Shop Drawings; mark the prints with required revisions;
25 stamp the prints and indicate "No Exceptions Taken", "Make
26 Corrections Noted", "Revise and Resubmit", "Submit Specified Item", or
27 "Rejected", and return the prints. The IOR will return the prints to the
28 Contractor. The Contractor shall then print and distribute the
29 appropriate number of copies to his/her job personnel as required. If a
30 drawing is stamped "Rejected" or "Revise and Resubmit", the
31 Contractor shall correct and resubmit as outlined above. When
32 stamped "Make Corrections Noted", or similar instructions, the
33 Contractor shall correct and resubmit for record only, three (3) prints of
34 each drawing. Also see Technical Specifications, Division I, General
35 Requirements.
36

37 11. Samples: Following Contractor's review and approval, he/she shall
38 submit to the Architect or Engineer, five (5) minimum samples of all
39 materials in quantities and sizes as specified herein as requested by
40 the Architect. Submittals shall be given to the Architect or Engineer at
41 a time determined by the Contractor, which allows for any necessary
42 resubmittal and which will not cause any delay in the Work. Samples
43 will be forwarded to the Architect. If a sample is stamped "Rejected" or
44 "Revise and Resubmit", one sample so noted will be returned to the
45 Contractor. The Contractor shall correct and resubmit as outlined
46 above. If a sample is stamped "Make Corrections Noted", one sample
47 so noted will be returned. Corrected samples shall be resubmitted for
48 approval as per the original submittal. Also see Technical
49 Specifications and General Requirements.
50

51 12. Brochures: Following Contractor's review and approval, he/she shall
52 submit to the Architect or Engineer, five (5) copies of all manufacturer's

1 catalogs or brochures as required. Brochures will be forwarded to the
2 Architect for review. If a brochure is stamped "No Exception Taken",
3 two (2) copies will be returned to the Contractor. If stamped "Rejected",
4 one marked copy and two (2) unmarked copies will be returned.
5 Corrected copies shall be resubmitted for approval as per the original
6 submittal. Also see General Requirements.
7

8 13. Manufacturer's Instructions: Where any item or work is required by
9 Specifications to be furnished, installed or performed in accordance
10 with a specified product manufacturer's instructions, Contractor shall
11 procure and distribute the necessary copies of such instructions to all
12 concerned parties.
13

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

27 28 2.06 THE ARCHITECT 29

- 30 A. The Owner is the Architect and may delegate all or a portion of its rights and
31 responsibilities to a licensed Architect as deemed necessary per Work Order.
32
- 33 B. The Architect advises the IOR in all aspects of the construction phase of the
34 Project. His/Her functions include advice and assistance to the IOR in the
35 correct interpretation and application of the Contract Documents. The
36 Architect is not authorized independently to issue Addenda, Clarifications,
37 Field Orders, Work Authorizations, or Supplemental Work Orders, or in any
38 other way to bind the Owner in discussions with the Contractor.
39
- 40 C. The Contractor shall deliver all correspondence relating to the proper execution
41 of the Work to the IOR. The IOR reserves the right to consult with the Architect
42 and Owner prior to responding to the Contractor's correspondence.
43
- 44 D. When discussions between the Contractor and the IOR occur either on the site
45 or elsewhere, but the Architect is not present, the IOR reserves the right to
46 consult with the Architect and Owner prior to issuing his/her final decision or
47 instruction.
48
- 49 E. The Architect shall review or take other appropriate action upon the
50 Contractor's submittals such as Shop Drawings, Product Data and Samples,
51 but only for conformance with the design concept of the Work and the
52 information given in the Contract Documents. Such action shall generally be

1 taken within ten (10) working days, however under certain circumstances such
2 as very complex submittals or if large number of submittals are submitted at
3 one (1) time it may take longer. In this case the Contractor will be notified and
4 given the opportunity to advise the Engineer and Architect of priorities. The
5 Architect's review of a specific item shall not indicate review of an assembly
6 of which the item is a component.
7
8

9 2.07 THE INSPECTOR OF RECORD
10

- 11 A. The IOR is the authorized representative of the Owner in all aspects of
12 administering the construction contract on behalf of the Owner. All
13 communications from and to the Contractor will be channeled through the IOR.
14 However, the IOR does not have the authority to bind the Owner in matters
15 affecting adjustments to the time or cost of the project as defined in the
16 Agreement for Construction.
17
18 B. The IOR will be the Owner's representative during the construction and
19 warranty periods, and until final payment to all contractors is due. The IOR will
20 advise and consult with the Owner. All instructions to the Contractor shall be
21 forwarded through the IOR. The IOR will have authority to act on behalf of the
22 Owner only to the extent provided in the Contract Documents, unless otherwise
23 modified by written instrument.
24
25 C. The IOR will be on site during construction to monitor the progress and quality
26 of the Work and to determine in general if the Work is proceeding in
27 accordance with the Contract Documents. On the basis of on-site observations
28 and communication with the Contractor, the IOR will keep the Owner informed
29 of the progress of the Work, and will endeavor to guard the Owner against
30 defects and deficiencies in the Work of the Contractor.
31
32 D. The IOR shall at all times have access to the Work wherever it is in preparation
33 and progress. The Contractor shall provide facilities for such access so that
34 the IOR may perform its functions under the Contract Documents.
35
36 E. Based on the IOR's observations, and an evaluation of the Contractor's
37 Application for Payment, the IOR will determine the amount owing to the
38 Contractor and will issue to the Owner Certificates for Payment incorporating
39 such amount.
40
41 F. The IOR will be the initial interpreter of the requirements of the Contract
42 Documents and the initial judge of the performance hereunder by the
43 Contractor. The Owner will have final authority of all such matters.
44
45 G. The IOR will render interpretations necessary for the proper execution or
46 progress of the Work, with reasonable promptness and in accordance with
47 agreed upon time limits. Either party to the Contract may make written request
48 to the IOR for such interpretations.
49
50 H. Claims, disputes and other matters in question between the Contractor and the
51 IOR relating to the execution or progress of the Work or the interpretation of
52 the Contract Documents shall be referred to the Owner (or his/her designee).

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

41 2.08 OWNER

42
43 A. Information and Services Required of the Owner

- 44
45 1. Unless otherwise provided in the Contract Documents, the Owner shall
46 secure and pay for necessary approvals, easements, assessments and
47 charges required for the construction, use or occupancy of permanent
48 structures or for permanent changes in existing facilities.
49
50 2. Information or services under the Owner's control shall be furnished by
51 the Owner with reasonable promptness to avoid delay in the orderly
52 progress of the Work.

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3. The Owner shall forward all instructions to the Contractor through the IOR.

B. Owner's Right to Stop the Work

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

C. Owner's Right to Carry Out the Work

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

D. Award of Individual Work Orders

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

1. Rotational selection among all Contractors, unless otherwise determined by the Owner.
2. Evaluation of past and current performance on Work Orders of a similar nature and type of work, project size, construction management challenges, schedule performance, design management requirements, etc.

3. Balancing of work load (Work Order dollar volume and construction backlog) among Contractors.
4. Management of Work Order dollar volume within bonding limitations of the Contractor.
5. Price, as it relates to the Owner's independent cost estimate.
6. Contractor's responsiveness to the Owner on Work Orders.
7. Other appropriate criteria as deemed in the best interest of the Owner.

2.09 CONTRACTOR RESPONSIBILITIES

A. Procedure for Developing a Work Order

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

1. the general scope of the work;
2. alternatives for performing the work and value engineering;
3. access to the site and protocol for admission;
4. hours of operation;
5. staging area;
6. requirements for catalog cuts, technical data, samples and shop drawings;
7. requirements for professional services, sketches, drawings, and specifications;
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.

B. Preparation of the Price Proposal

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

1. **Pre-priced Tasks:** A Pre-priced Task is a task described and for which a Unit Price is set forth in the Construction Task Catalog®. For Pre-priced Tasks the Contractor shall identify the task and quantities required from the Construction Task Catalog®.
2. **Non Pre-priced Tasks:** Units of work not included in the Construction Task Catalog®, but within the general scope and intent of this Contract, may be negotiated into this Contract as needs arise. Such work requirements shall be incorporated into and made a part of this Contract for the Work Order to which they pertain, and may be incorporated into the Construction Task Catalog® if determined appropriate by the County at the negotiated price. Non Pre-Priced Tasks shall be separately identified and submitted in the Proposal.
 - a. The Contractor shall break down any Non Pre-price item if the labor, material or equipment required to accomplish the Non Pre-priced task can be used out of the Construction Task Catalog® at a pre-price rate times the Bidder's appropriate Adjustment Factor. Whether a Work requirement is Pre-priced or Non Pre-priced is a final determination by the County, binding and conclusive on the Contractor.
 - b. Information submitted in support of Non Pre-priced work shall include, but not be limited to, the following: Complete specifications and technical data, including work unit content, work unit costs data, schedule requirements; quality control and inspection requirements. Pricing data submitted in support of Non Pre-Priced Tasks shall include a cost or price analysis report, establishing the basis for selecting the approach proposed to accomplish the requirements. Unless otherwise directed by the County, cost data shall be submitted demonstrating that the Contractor solicited and received three bids. The Contractor shall provide an installed unit price (or demolition price if appropriate), which shall include all costs required to accomplish the Non Pre-priced Task.
 - c. The final price submitted for Non Pre-priced Tasks shall be according to the following formula:

Contractor Performed Duties

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

B = Equipment costs (other than small tools)

C = Three independent quotes for all materials

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

For Work performed by Subcontractors:

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

D = Subcontractor Costs (supported by three quotes)

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

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

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

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

1 responsible to prepare them. As needed, the contractor may assist with
2 the development of the scope through one or more joint scope meetings
3 and subsequent review of the prepared documents. All shop drawings,
4 submittals and similar documents required in connection with a
5 particular Work Order are considered to be incidental to the Contract
6 and included in the Contractor's Adjustment Factors.
7

8 6. The Contractor's Price Proposal shall include, at a minimum:
9

- 10 a. Price Proposal;
11
12 b. Back Up for Non Pre-priced Tasks;
13
14 c. Any other documentation requested by the Owner.
15

16 7. The Contractor's Price Proposal shall be submitted by the date
17 indicated on the Request for Proposal. All incomplete Price Proposals
18 shall be rejected. The time allowed for preparation of the Contractor's
19 Price Proposal will depend on the complexity and urgency of the Work
20 Order but should average between seven (7) and fourteen (14) days.
21 On complex Work Orders, such as Work Orders requiring incidental
22 engineering/architectural drawings and approvals and permits,
23 allowance will be made to provide adequate time for preparation and
24 submittal of the necessary documents.
25

26 8. By submitting a Price Proposal to the Owner, the Contractor agrees to
27 accomplish the Detailed Scope of Work in accordance with the Request
28 for Proposal at the price submitted. It is the Contractor's responsibility
29 to include the necessary tasks and quantities in the Price Proposal and
30 apply the appropriate Adjustment Factor(s) prior to delivering it to the
31 Owner.
32

33 9. If the Contractor requires clarifications or additional information
34 regarding the scope of work in order to prepare the Price Proposal, the
35 request must be submitted so that the submittal of the Price Proposal
36 is not delayed.
37

38 C. Review of the Price Proposal
39

40 1. If the Owner finds the Contractor's Price Proposal unacceptable, the
41 Owner may request the Contractor to re-submit its Price Proposal or
42 cancel the Work Order. After the Owner has reviewed the Price
43 Proposal and an agreement has been reached between the Owner and
44 the Contractor as to the nature of the revisions, if any, the Contractor is
45 not allowed to make any changes to the revised Price Proposal other
46 than the agreed upon changes. Unless otherwise specified by the
47 Owner, if the Contractor is required to resubmit the Price Proposal, the
48 revised Price Proposal is due no later than 48 hours after the changes
49 have been agreed upon.
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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.

25 D. Preparation of the Proposal Package:

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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.
- 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

1 notwithstanding the absence of a fully developed Request for Proposal,
2 Detailed Scope of Work, or Work Order. The Contractor shall be
3 compensated in accordance with the Construction Task Catalog® and
4 Non Pre-priced Tasks as if the work had been ordered under the
5 standard procedures.
6

7 F. Review of Contract Documents and Field Conditions
8

- 9 1. The Contractor shall carefully study and compare the Contract
10 Documents and shall at once report to the IOR any discrepancy or
11 inconsistency that may be discovered. The Contractor shall not be
12 liable to the Owner or the IOR for any damage resulting from any such
13 inconsistencies or discrepancies in the Contract Documents unless the
14 Contractor recognized such inconsistencies or discrepancies and
15 knowingly failed to report it to the IOR, or the Contractor was
16 responsible for the preparation of the Contract Documents. The
17 Contractor shall perform no portion of the Work at any time unless
18 authorized by the Contract Documents or, where required, approved
19 Shop Drawings, Product Data or Samples for such portion of the Work.
20
- 21 2. Neither the Owner nor the IOR or Architect assume any responsibility
22 for an understanding or representation made by any of their agents or
23 representation prior to the execution of the Agreement unless (1) such
24 understanding or representations are expressly stated in the
25 Agreement, and (2) the Agreement expressly provides that
26 responsibility therefore is assumed by the Owner.
27
- 28 3. Failure by the Contractor to acquaint himself/herself with all available
29 information will not relieve him/her from responsibility for estimating
30 properly the difficulty or cost of successfully performing the Work.
31
- 32 4. The Contractor shall take field measurements and verify field conditions
33 and shall carefully compare such field measurements and conditions
34 and other information known to the Contractor with the Contract
35 Documents before commencing activities. Any inconsistencies or
36 discrepancies discovered by the Contractor shall be reported to the IOR
37 at once.
38
- 39 5. Before submitting any Request for Information (RFI), or other contractor
40 initiated request for information, the Contractor shall determine that the
41 information requested is not clearly provided in the Contract
42 Documents. RFI's shall be submitted to the IOR only from the
43 Contractor, or Owner, and not from any subcontractor, supplier or other
44 vendor, and shall be on a form approved by the IOR. The Contractor
45 shall provide a revised and updated RFI Priority Schedule on a weekly
46 basis. The RFI Priority Schedule shall rank RFI's in order of priority
47 and include a brief statement of reason for priority. Owner initiated RFI's
48 will not be listed on the Contractor's RFI Priority Schedule. The Owner
49 will provide the Architect or Engineer a separate list of Owner initiated
50 RFI's upon request of the Architect or Engineer. The Architect or
51 Engineer will endeavor to respect the order of priorities as requested
52 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 shall be so confirmed upon written request in each case. The Superintendent who begins the project shall remain on the project until the project is completed, as long as the Contractor employs that person. The Superintendent shall not be replaced without the approval of the Owner.
3. The Contractor shall be responsible to the Owner for the acts and omissions of his/her employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.
4. The Contractor shall at all times enforce strict discipline and good order among his/her employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him/her.
5. The Contractor shall not be relieved from his/her obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner or the Architect or Engineer in his/her administration of the Contract, or by inspections, tests or approvals required or performed by persons other than the Contractor.
6. Contractor shall alert and inform their employees that State law requires that the identities of inmates/wards/patients/clients be kept confidential. Revealing the identities of inmates/wards/patients/clients is punishable by law.

H. Construction Procedures

1. For any work that takes place within secured facilities: All access to the construction site shall be coordinated with the appropriate Fresno County department as identified in the Detailed Scope of Work. Security background checks will be required for any employee that

performs work within the secure perimeter of a facility. Security background forms can be obtained from the Project Manager. After the acceptance of the Contractor's Work Order Proposal but prior to the Notice to Proceed and the commencement of work, the forms for all required persons shall be submitted to the appropriate department for review. Vendor badges and/or other forms of identification will then be issued which must be worn at all times while within the secured areas of the site. The costs for the required background checks will be borne by the County.

2. Means and Methods - The Contractor shall be solely responsible for and control of construction means, methods, techniques, sequences, coordination and procedures for all the Work of this contract. Additionally, he/she shall be responsible for safety precautions and programs in connection with the Work.
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.

- 1 9. The Contractor, immediately upon Notice to Proceed of each individual
2 Work Order (or where shop drawings, samples, etc., are required,
3 immediately upon receipt of review thereof) shall place orders for all
4 materials, work fabrication, and/or equipment to be employed by
5 him/her in that portion of the Work contracted for. The Contractor shall
6 keep all materials, work fabrications and/or equipment specified and
7 shall advise the IOR promptly, in writing, of all orders placed and of
8 such materials, work fabrications and/or equipment which may not be
9 available in a timely manner for the purposes of the Contract.
- 10
- 11 10. Any worker whose work is unsatisfactory to the Owner or the Architect
12 or Engineer, or are considered by the Owner or Architect or Engineer
13 to be careless, incompetent, unskilled or otherwise unfit shall be
14 dismissed from work under the Contract upon written request to the
15 Contractor from the Owner or the Architect or Engineer.
- 16
- 17 11. Temporary Facilities – Contractor may connect to existing water and
18 electricity available on the site provided it is suitable to the Contractor's
19 requirements. Water and electricity used will be paid by the Owner.
20 Contractor shall bear all expenses for carrying the water or electricity
21 to the appropriate locations and to connect or tap into existing lines.
22 Toilet facilities may be available on a site to the workmen engaged in
23 the performance of this contract. It shall be the responsibility of the
24 Contractor to confirm with the Owner the availability of toilet facilities on
25 the site. The use of such facilities may be revoked in the event of
26 excess janitorial requirements.
- 27
- 28 12. Contractor shall not perform any fire hazardous operation adjacent to
29 combustible materials. Any fire hazardous operation shall have proper
30 fire extinguisher close by and the adjacent area shall be policed before
31 stopping work for the day. Contractor shall provide not less than one
32 OSHA/NFPA Class 6-ABC fire extinguisher for each 9,000 square feet
33 of project area or fraction thereof.
- 34
- 35 13. Contractor shall erect temporary dust separation partitions and floor
36 mats as necessary to confine dust and debris within area of work.
37 Contractor shall post signs, erect and maintain barriers and warning
38 devices for the protection of the general public and Owner personnel.
39 The Contractor shall provide adequate protection for all parts of the
40 present building and its contents and occupants wherever work under
41 this contract is to be performed. The Contractor shall observe that the
42 health and welfare of occupants of the existing building may be affected
43 by noises and fumes produced by the construction. Insofar as is
44 possible, loud and unnecessary noise is to be avoided and noise
45 producing work should be performed as far away from occupied areas
46 as is consistent with the efficient conduct of the work.
- 47
- 48 14. Trenching and Excavation - In accordance with Section 7104 of the
49 California Public Contract Code, the following provisions shall apply to
50 any contract involving digging of trenches or other excavations that
51 extend deeper than four feet below the surface:
52

- 1 a. The contractor shall promptly, and before the following
2 conditions are disturbed, notify the Owner, in writing, of any:
3
4 i. Material that the contractor believes may be material
5 that is hazardous waste, as defined in Section 25117 of
6 the Health and Safety Code that is required to be
7 removed to a Class I, Class II, or Class III disposal site
8 in accordance with provisions of existing law.
9
10 ii. Subsurface or latent physical conditions at the site
11 differing from those indicated.
12
13 iii. Unknown physical conditions at the site of any unusual
14 nature, different materially from those ordinarily
15 encountered and generally recognized as inherent in
16 work of the character provided for in the contract.
17
18 b. The Owner shall promptly investigate the conditions, and if it
19 finds that the conditions do materially so differ, or do involve
20 hazardous waste, and cause a decrease or increase in the
21 contractor's cost of, or the time required for, performance of any
22 part of the work, shall issue a Supplemental Work Order in
23 accordance with the provisions of Section 2.09 of the General
24 Conditions.
25
26 c. In the event that a dispute arises between the Owner and the
27 contractor whether the conditions materially differ, or involve
28 hazardous waste, or cause a decrease or increase in the
29 contractor's cost of, or time required for, performance of any
30 part of the work, the contractor shall not be excused from any
31 scheduled completion date provided for by the contract, but
32 shall proceed with all work to be performed under the contract.
33 The contractor shall retain any and all rights provided either by
34 contract or by law which pertain to the resolution of disputes and
35 protests between the contracting parties.
36

37
38 2.10 SUBCONTRACTORS
39

- 40 A. Agreements - Agreements between the Contractor, Subcontractors, and
41 Subcontractors of lower tier shall be subject to the approval of the Owner, but
42 in no case does such approval relieve the Contractor of any conditions imposed
43 by the Contract Documents. The Contractor shall only use subcontractors
44 included in his/her Work Order Proposal unless first approved by the Owner
45 pursuant to statute. The Contractor shall not use any subcontractor who is
46 ineligible to perform work on a Public Works Project pursuant to section 1777.1
47 or 1777.7 of the Labor Code. Notwithstanding any other provision of the
48 Contract Documents, subcontractors may be added, deleted or substituted
49 only in accordance with the provisions of Public Contract Code Section 4100
50 et seq.
51

- 1 B. Relation with Subcontractor – By an appropriate agreement, written where
2 legally required for enforceability, the Contractor shall bind every
3 Subcontractor and every Subcontractor agrees to be bound by the terms of the
4 Contract Documents to carry out their provisions insofar as applicable to their
5 work; and the Contractor further agrees to pay to each Subcontractor promptly
6 upon issuance of Certificate of Payment, his/her or their due portion. Said
7 agreement shall preserve and protect the rights of the Owner and the Architect
8 or Engineer under the Contract Documents with respect to the work to be
9 performed by the Subcontractor so that the subcontracting thereof will not
10 prejudice such rights, and shall allow to the Subcontractor, unless specifically
11 provided otherwise in the Contractor-Subcontractor Agreement, the benefit of
12 all rights, remedies and redress against the Contractor that the Contractor,
13 under the Contract Documents, has against the Owner. Where appropriate,
14 the Contractor shall require each Subcontractor to enter into similar
15 agreements with their Sub-subcontractors. The Contractor shall make
16 available to each proposed Subcontractor, prior to the execution of the
17 Subcontract, copies of the Contract Documents to which the Subcontractor will
18 be bound by this Paragraph and identify to the Subcontractor any terms and
19 conditions of the proposed Subcontract which may be at variance with the
20 Contract Documents. Each Subcontractor shall similarly make copies of
21 Contract Documents available to their Sub-subcontractors. Nothing contained
22 herein shall be deemed to create an agency relationship between the Owner
23 and any Subcontractor or material supplier.
24
- 25 C. Owner's Relation - Neither the acceptance of the name of Subcontractor nor
26 the suggestion of such name nor any other act of the Owner or Architect or
27 Engineer nor anything contained in any Contract Document is to be construed
28 as creating any contractual relation between the Owner (or Owner's authorized
29 representatives) and any Subcontractor of any tier nor as creating any
30 contractual relation between the Architect or Engineer and any Subcontractor
31 of any tier.
32
- 33 D. All Subcontractors employed by the Contractor shall be appropriately licensed
34 in conformity with the laws of the State of California.
35
- 36 E. Jurisdictional disputes between Subcontractors or between Contractor and
37 Subcontractor shall not be mediated or decided by the Owner, Architect or the
38 Architect or Engineer. The Contractor shall be responsible for the resolution
39 of all such disputes based upon his/her contractual relationship with his/her
40 Subcontractors.
41
42
43

1 2.11 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE
2 CONTRACTS
3

- 4 A. The Owner reserves the right to perform work related to the Project with the
5 Owner's own forces, and to award separate contracts in connection with other
6 portions of the Project or other work on the site under these or similar
7 Conditions of the Contract. If the Contractor claims that the Owner's action
8 results in delay, damage or additional cost attributable thereto, the Contractor
9 shall make such claim as provided elsewhere in the Contract Documents.
10
11 B. When separate contracts are awarded for different portions of the Project or
12 other work on the site, the term Contractor in the Contract Documents in each
13 case shall mean the Contractor who executes each separate Owner-
14 Contractor Agreement.
15
16 C. The Owner shall provide for coordination of the activities of the Owner's own
17 forces and of each separate contractor with the Work of the Contractor, who
18 shall cooperate with them. The Contractor shall participate with other separate
19 contractors and the Owner in reviewing their construction schedules when
20 directed to do so. The Contractor shall make any revisions to the construction
21 schedule deemed necessary after a joint review and mutual agreement. The
22 construction schedules shall then constitute the schedules to be used by the
23 Contractor, separate contractors and the Owner until subsequently revised.
24
25 D. Unless otherwise provided in the Contract Documents, when the Owner
26 performs construction or operations related to the Project with the Owner's own
27 forces, the Owner shall be deemed to be subject to the same obligations and
28 to have the same rights which apply to the Contractor under the Conditions of
29 the Contract.
30
31

32 2.12 MUTUAL RESPONSIBILITY
33

- 34 A. The Contractor shall afford the Owner and separate contractors reasonable
35 opportunity for introduction and storage of their materials and equipment and
36 performance of their activities and shall connect and coordinate the
37 Contractor's construction and operations with theirs as required by the Contract
38 Documents.
39
40 B. When any part of the Contractor's Work depends upon proper execution or
41 results of the work of the Owner or any separate contractor, the Contractor
42 shall, prior to proceeding with the Work, promptly report to the IOR any
43 apparent discrepancies or defects in such other work that render it unsuitable
44 for such proper execution and results. Failure of the Contractor so to report
45 shall constitute an acceptance of the Owner's or separate contractor's work as
46 fit and proper to receive the Work, except as to defects which may
47 subsequently become apparent in such work by others.
48
49 C. If, following the reporting of any discrepancy or defect as required herein
50 above, the Contractor suffers damage due to disruption or delay caused by the
51 separate contractor, without fault by the Owner, the Contractor's remedy shall
52 be limited to seeking recovery from the separate contractor.

- 1
- 2 D. Any costs caused by defective or ill-timed work shall be borne by the Contractor
- 3 responsible therefor.
- 4
- 5 E. Should the Contractor cause damage to the work or property of the Owner, or
- 6 to other work or property on the site, the Contractor shall promptly remedy such
- 7 damage as provided herein.
- 8
- 9 F. Should the Contractor wrongfully delay or cause damage to the work or
- 10 property of any separate contractor, the Contractor shall, upon due notice,
- 11 promptly attempt to settle with such other contractor by agreement, or
- 12 otherwise to resolve the dispute. If such separate contractor sues the Owner
- 13 on account of any delay or damage alleged to have been caused by the
- 14 Contractor, the Owner shall notify the Contractor who shall defend such
- 15 proceedings, and if any judgment or award against the Owner (or Owner's
- 16 authorized representatives) arises therefrom, the Contractor shall pay or
- 17 satisfy such judgment or award in full and shall reimburse the Owner for all
- 18 costs which the Owner has incurred in connection with such matter.
- 19

20

21 2.13 OWNER'S RIGHT TO CLEAN UP

22

23 If a dispute arises between the Contractor and separate contractors as to their

24 responsibility for cleaning up as required in the Contract Documents, the Owner may

25 clean up and the contractor responsible shall pay Owner such portions of the cost as

26 the IOR shall determine to be just.

27

28

29 2.14 GOVERNING LAW

30

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

32

33

34 2.15 INSPECTION

35

- 36 A. All material and workmanship (if not otherwise designated by the Contract
- 37 Documents) shall be subject to inspection, examination, and test by the Owner
- 38 and IOR at any and all times during manufacture and/or construction and at
- 39 any and all places where such manufacture and/or construction are carried on.
- 40 The Owner and IOR shall have the right to reject defective material and
- 41 workmanship or require its correction.
- 42
- 43 B. The Contractor shall furnish promptly without additional charge, all reasonable
- 44 facilities, labor, and materials necessary for the safe and convenient inspection
- 45 and tests that may be required by the Owner and IOR.
- 46
- 47 C. Where the Contract Documents, instructions by the Owner, laws, ordinances,
- 48 or any public authority having jurisdiction requires work to be inspected, tested
- 49 or approved before work proceeds, such work shall not proceed, nor shall it be
- 50 concealed prior to inspection.
- 51

- 1 D. The Contractor shall give the IOR at least two (2) days advance notice of the
2 readiness for any Contract compliance inspection by the Inspector. The
3 Contractor shall give notice as required by all other inspecting and testing
4 agencies of jurisdiction for Code and regular compliance inspection. In all
5 cases, the Contractor shall schedule inspections so as not to delay the Work.
6
- 7 E. If the IOR determines that any work requires additional special inspection
8 beyond that identified in the specifications, the IOR will, upon written
9 authorization from the Owner, instruct the Contractor to order such special
10 inspection, testing or approval, and the Contractor shall give notice as provided
11 above. If such special inspection or testing reveals a failure of the Work to
12 comply with the requirements of the Contract Documents, the Contractor shall
13 bear all costs thereof, including compensation for the IOR's additional services,
14 testing or inspections made necessary by such failure; otherwise the Owner
15 shall bear such costs, and an appropriate Supplemental Work Order shall be
16 issued.
17
- 18 F. Should it be considered necessary or advisable by the IOR at any time either
19 before acceptance of the entire Work or after acceptance and within the
20 guaranty period to make an examination of work already completed, by
21 removing or tearing out same, the Contractor shall on request promptly furnish
22 all necessary facilities, labor, and material. If such work is found to be defective
23 in any material respect, due to the fault of the IOR or his/her Subcontractors,
24 he/she shall defray all the expenses of such examination and of satisfactory
25 reconstruction. If, however, such work is found to meet the requirements of
26 the contract, any compensation deemed appropriate shall be handled by
27 issuance of a Supplemental Work Order to the Contractor and he/she shall, in
28 addition, if completion of the work has been delayed thereby, be granted a
29 suitable extension of Work Order Time on account of the additional work
30 involved.
31
- 32 G. Required certificates of inspection, testing or approval shall be secured by the
33 Contractor and the Contractor shall promptly deliver them to the IOR for review
34 and evaluation of compliance with the appropriate specifications and
35 standards.
36
- 37 H. When the work is completed the Contractor shall notify the IOR in writing that
38 the work will be ready for final inspection and test on a definite date which shall
39 be stated in such notice.
40

41
42 2.16 TAXES, PERMITS, FEES, AND INDEMNIFICATION FOR PATENT INFRINGEMENT
43 CLAIM
44

- 45 A. The Contractor shall pay for and include all Federal, State and local taxes direct
46 or indirect for the work or portions thereof provided by the Contractor which are
47 legally enacted at the time the Notice to Proceed is issued, whether or not yet
48 enacted, and secure and pay all fees and charges for permits and licenses,
49 unless otherwise specified.
50
- 51 B. Royalty and license fees incidental to the use of any patented material, device
52 or process shall be paid by the Contractor and in the event of a claim of alleged

infringement of patent copyright, or Trade Secret rights, the Contractor shall indemnify, save the Owner (and Owner's authorized representatives) free and harmless, and defend, at the Contractor's own expense, any and all suits that may be brought in such connection.

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

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

E. It is not the responsibility of the Contractor to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, the Contractor shall promptly notify the IOR in writing, and any necessary changes shall be accomplished by appropriate Modification.

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

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

2.17 CONTRACTOR'S CONSTRUCTION SCHEDULE

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

B. Within fourteen (14) calendar days after the pre-construction conference, the Contractor shall provide a Submittal and Procurement Schedule indicating time periods for review of Shop Drawings, Data, Samples, and procurement of material and equipment required for the Work. Contractor shall allow time for submittal review in accordance with the General Requirements Section –

Construction Progress Documentation. All items that require review by the IOR and/or are not readily available from stock and requiring more than thirty-five (35) days lead-time shall be included in the Submittal and Procurement Schedule. Items listed in the Submittal and Procurement Schedule shall also be identified as activities on the CPM Construction Schedule. Contractor shall identify items requiring coordination with work of separate contractors. The working day to calendar date correlation shall be based upon the Contractor's proposed work week with adequate allowance for legal holidays, days lost due to abnormal weather, and any special requirements of the Project.

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

D. The Owner, IOR, Contractor and other Contractor(s) shall jointly review the progress of the work weekly. Should this review, in the opinion of the IOR, indicate that the work is behind the schedule established by currently reviewed Construction Schedule, the Contractor shall either (1) provide a plan to the IOR indicating the steps the Contractor intends to take in order to recover the time behind schedule and conform to the reviewed Construction Schedule; or (2) submit a revised Construction Schedule for completion of the work, remaining within the Work Order Completion Time, to the IOR for review by the next weekly meeting. If the Contractor's recovery or revised schedule requires work to occur during Other Than Normal Working Hours, the Contractor will be responsible for any resulting costs incurred by the Owner, including but not limited to, the costs for construction management, contract administration, inspection, testing and staffing.

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

2.18 RECORDS, DOCUMENTS AND SAMPLES AT THE SITE

A. The Contractor shall maintain all records of required Review Agencies, County or State inspections and shall promptly notify the IOR of the results of any inspection. Copies of all such records shall be provided to the Owner.

B. The Contractor shall secure and maintain required certificates of inspection, testing or approval and shall promptly deliver them to the IOR.

C. The Contractor shall maintain at the Project site, on a daily basis, one (1) record copy of all Drawings, Specifications, Addenda, Work Orders and other Modifications, in good order and marked currently to record all changes made during construction, and reviewed Shop Drawings, Product Data and Samples. These shall be available to the IOR and the Owner and reviewed weekly, and

shall be delivered to the IOR for forwarding to the Owner upon completion of the Project. The Contractor shall advise the IOR on a current basis of all changes in the Work made during construction. Payment may be withheld from Contractor for failure to maintain current Record Documents.

2.19 USE OF SITE

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

2.20 CUTTING AND PATCHING OF WORK

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

1 2.21 CLEANING UP

- 2
- 3 A. The Contractor shall at all times keep the premises free from accumulation of
- 4 waste materials or rubbish caused by the Contractor's operations. At the
- 5 completion of the Work, the Contractor shall remove all the Contractor's waste
- 6 materials and rubbish from and about the Project as well as all the Contractor's
- 7 tools, construction equipment, machinery and surplus materials.
- 8
- 9 B. If the Contractor fails to clean up at the completion of the Work, the Owner may
- 10 do so and the cost thereof shall be paid by the Contractor.
- 11

12

13 2.22 INDEMNIFICATION

14

- 15 A. To the fullest extent permitted by law, Contractor agrees to and shall indemnify,
- 16 save, hold harmless and at Owner's request, defend Owner and its officers,
- 17 agents and employees, and the Architect and Consultants and their respective
- 18 officers, agents and employees, from any and all costs and expenses, attorney
- 19 fees and court costs, damages, liabilities, claims and losses occurring or
- 20 resulting to Owner, the Architect or Consultants in connection with the
- 21 performance, or failure to perform, by Contractor, its officers, agents or
- 22 employees under this Agreement, and from any and all costs and expenses,
- 23 attorney fees and court costs, damages, liabilities, claims and losses occurring
- 24 or resulting to any person, firm or corporation who may be injured or damaged
- 25 by the performance, or failure to perform, of Contractor, its officers, agents or
- 26 employees under this Agreement. In addition, Contractor agrees to indemnify
- 27 Owner for Federal, State of California and/or local audit exceptions resulting
- 28 from non-compliance herein on the part of Contractor.
- 29
- 30 B. In any and all claims against the Owner, the Architect or Consultants, or any of
- 31 their respective officers, agents or employees, initiated by any employee of the
- 32 Contractor, any Subcontractor, anyone directly or indirectly employed by any
- 33 of them or anyone for whose acts any of them may be liable, the
- 34 indemnification obligation set forth in the immediately preceding paragraph
- 35 shall not be limited in any way by any limitation on the amount or type of
- 36 damages, compensation or benefits payable by or for the Contractor or any
- 37 Subcontractor under workmen's compensation acts, disability benefit acts or
- 38 other employee benefit acts.
- 39

40

41 2.23 FAIR EMPLOYMENT PRACTICES CLAUSE

42

43 Nondiscrimination: In connection with the performance of Work under the contract,

44 the Contractor agrees (as prescribed in Chapter 6 of Division 3 of Title II of the

45 Government Code of the State of California, commencing at Section 12900 and by

46 Labor Code Section 1735) not to discriminate against any employee or applicant for

47 employment because of race, religious creed, color, national origin, ancestry,

48 physical disability, mental disability, medical condition, marital status or sex. The

49 aforesaid provisions shall include, but not be limited to, the following: employment,

50 upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or

51 termination, rates of pay or other forms of compensation, and selection for training,

52 including apprenticeship. The Contractor agrees to post hereafter in conspicuous

places, available for employees and applicants for employment, Notices to be provided by the County, setting forth the provisions of this discrimination clause. The Contractor further agrees to insert the foregoing provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies of raw materials.

2.24 PAYMENT

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

B. SCHEDULE OF VALUES

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

C. APPLICATIONS FOR PAYMENT

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

1. On or about the twentieth (20th) of the month in which the work was performed, the Contractor shall submit to the IOR an itemized Application for Payment, notarized if required, supported by such data substantiating the Contractor's right to payment as the Owner or the IOR may require, including appropriate updates to the Construction Schedule, and reflecting retainage, if any, as provided elsewhere in the Contract Documents. Payment is expressly conditioned upon submission by the Contractor of conditional and unconditional waivers and release of lien rights upon progress payment as the Owner or the Architect or Engineer may require. Waiver and Release forms must be submitted on forms approved by the Owner. Copies of said forms shall comply with Civil Code Section 8132 through 8138, inclusive.

2. Unless otherwise provided in the Contract Documents, payments may be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale

1 or such other procedures satisfactory to the Owner to establish the
2 Owner's title to such materials or equipment or otherwise protect the
3 Owner's interest, including applicable insurance and transportation to
4 the site for those materials and equipment stored off the site.
5

6 3. The Contractor warrants that title to all work, materials and equipment
7 covered by an Application for Payment will pass to the Owner either by
8 incorporation in the construction or upon receipt of payment by the
9 Contractor, whichever occurs first, free and clear of all liens, stop
10 notices, claims, security interest or encumbrances, hereinafter referred
11 to as "liens"; and that no work, materials or equipment covered by an
12 Application for Payment will have been acquired by the Contractor, or
13 by any other person performing work at the site or furnishing materials
14 and equipment for the Project, subject to an agreement under which an
15 interest therein or an encumbrance thereon is retained by the seller or
16 otherwise imposed by the Contractor or such other person.
17

18 4. On or about the twentieth (20th) day of the month following the month
19 in which the work was performed, the Owner shall pay to the Contractor
20 ninety-five percent (95%) of the value of said work in place, as checked
21 and approved by the IOR. The balance of five percent (5%) of the
22 estimate shall be retained by the Owner until the time of final
23 acceptance of said work. In lieu of the five percent (5%) retainage, the
24 Contractor may substitute securities as provided herein below.
25

26 a. If the Owner does not pay the Contractor within thirty (30) days
27 after receipt of an undisputed and properly submitted payment
28 request for a progress payment, excluding that portion of the
29 final payment designated by the contract as retention earnings,
30 then the Owner shall pay interest to the Contractor as provided
31 by Public Contract Code Section 20104.50. Said interest
32 penalty is the sole recourse of Contractor and Contractor shall
33 have no right to stop the Work until payment of the amount
34 owing has been received, nor shall the Work Order Completion
35 Time be extended, nor shall the Work Order Price be increased
36 in any way, including by reason of any costs incurred by
37 Contractor, except to the extent of said interest payment.
38

39 b. Pursuant to Public Contract Code Section 7107, in the event of
40 a dispute between the Owner and Contractor, the Owner may
41 withhold from the final payment an amount not to exceed one
42 hundred and fifty percent (150%) of the disputed amount.
43 Except as so provided, the Owner shall release the retention
44 withheld within sixty (60) days after the date of Work Order
45 completion of the work of improvement, as "completion" is
46 defined in Public Contract Code Section 7107. In the event that
47 retention payments are not made within the time periods
48 required by Public Contract Code Section 7107, the Owner may
49 be subject to the interest provisions of Public Contract Code
50 Section 7107.
51

1 5. Security Substitutions and Escrow for Moneys Withheld to Insure
2 Contractor's Performance. Pursuant to Public Contract Code section
3 22300, the Contractor may deposit in an escrow, equivalent securities
4 for any moneys withheld to insure performance and have said moneys
5 paid directly to Contractor, or, in the alternative, have the Owner deposit
6 such moneys directly into an escrow. Upon the closing of any such
7 escrow, Contractor shall pay to each Subcontractor, not later than
8 twenty (20) days after receipt of the closing payment, the respective
9 amount of interest earned, net of costs attributed to retention withheld
10 from each Subcontractor, on the amount of retention withheld to insure
11 the performance of the Contractor. Any escrow established pursuant
12 to this article shall be with a state or federally chartered bank, shall be
13 at the sole expense of the Contractor, and shall be established using
14 an escrow agreement in substantially the following form:
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(Begin Escrow Agreement)

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

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

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

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

- 1 5. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow
2 Agent in administering the Escrow Account and all expenses of the Owner. The
3 Owner, Contractor and Escrow Agent shall determine these expenses and payment
4 terms.
5
- 6 6. The interest earned on the securities or the money market accounts held in escrow
7 and all interest earned on that interest shall be for the sole account of Contractor and
8 shall be subject to withdrawal by Contractor at any time and from time to time without
9 notice to the Owner.
10
- 11 7. Contractor shall have the right to withdraw all or any part of the principal in the Escrow
12 Account only by written notice to Escrow Agent accompanied by written authorization
13 from Owner to the Escrow Agent that Owner consents to the withdrawal of the amount
14 sought to be withdrawn by Contractor.
15
- 16 8. The Owner shall have the right to draw upon the securities or any amount paid directly
17 to Escrow Agent in the event of default by the Contractor. Upon seven (7) days written
18 notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall
19 immediately convert the securities to cash and shall distribute the cash, including any
20 amounts paid directly to Escrow Agent, as instructed by the Owner. Escrow Agent
21 shall not be concerned with the validity of any notice of default given by Owner
22 pursuant to this paragraph, and shall promptly comply with Owner's instructions to pay
23 over said escrowed assets. Escrow Agent further agrees not to interplead the
24 escrowed assets in response to conflicting demands and hereby waives any present
25 or future right of interpleader.
26
- 27 9. Upon receipt of written notification from the Owner certifying that the Contract is final
28 and complete, and that the Contractor has complied with all requirements and
29 procedures applicable to the Contract, Escrow Agent shall release to Contractor all
30 securities and interest on deposit less escrow fees and charges of the Escrow
31 Account. The escrow shall be closed immediately upon disbursement of all moneys
32 and securities on deposit and payment of fees and charges.
33
- 34 10. Escrow Agent shall rely on the written notifications from the Owner and Contractor
35 pursuant to Sections (3), (5), (6), (7) and (8) of this Agreement and the Owner and
36 Contractor shall hold Escrow Agent harmless from Escrow Agent's release and
37 disbursement of the securities and interest as set forth above.
38
- 39 11. Securities eligible for investment under this Agreement, as provided by Public Contract
40 Code Section 22300, shall be those listed in Section 16430 of the Government Code,
41 bank or savings and loan certificates of deposit, interest bearing demand deposit
42 accounts, standby letters of credit, or any other security mutually agreed to by the
43 Contractor and Owner.
44
- 45 12. The venue of any litigation concerning the rights and obligations of the parties to this
46 agreement shall be the County of Fresno and the parties hereto waive the removal
47 provisions of Code of Civil Procedure Section 394.
48
- 49 13. The names of the persons who are authorized to give written notice or to receive
50 written notice on behalf of the Owner and on behalf of Contractor in connection with
51 the foregoing, and exemplars of their respective signatures are as follows:
52

On behalf of Owner:

Title – **Business Manager**

Name – **Lemuel Asprec**

Signature _____

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

On behalf of Contractor:

Title

Name

Signature _____

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

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

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

Owner:

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

Signature _____

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

Contractor:

Title

Name

Signature _____

Address

Escrow Agent:

Title

Name

Signature

Address

(End Escrow Agreement)

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6. Itemized Breakdown: The Contractor shall submit a financial breakdown of the work, itemized by crafts or sections as designated by the Owner. The Contractor's payment shall be based upon the monthly percentage of completion of these items.
 7. Lien Waivers: The Owner may require the Contractor to submit, along with the progress payment request, notarized lien waivers from each Subcontractor, materials or equipment supplier. Lien waivers shall comply with Civil Code Section 8132, et seq., and the aggregate sum thereof shall reflect all progress payments previously made.

13 D. CERTIFICATES FOR PAYMENT

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1. The IOR shall, within seven (7) days after the receipt of the Project Application for Payment, review the Project Application for Payment and either issue a Project Certificate for Payment to the Owner for such amounts as the IOR determines are properly due, or notify the Contractor in writing of the reasons for withholding a Certificate provided in Part F of this Section 2.24.
 2. The issuance of a Project Certificate for Payment will constitute a representation by the IOR to the Owner that, based on the IOR's observations at the site as provided herein and the data comprising the Project Application for Payment, the Work has progressed to the point indicated and that, to the best of the IOR's knowledge, information and belief, the quality and timeliness of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Completion of the Work, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate); and that based upon all currently available information, the Contractor is entitled to payment in the amount certified. However, by issuing a Project Certificate for Payment, the IOR shall not thereby be deemed to represent that the IOR has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, has reviewed the construction means, methods, techniques, sequences or procedures, or has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Work Order Price.

44 E. PROGRESS PAYMENTS

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1. After the IOR has issued a Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents.
 2. The Contractor shall promptly pay each Subcontractor upon receipt of payment from the Owner, out of the amount paid to the Contractor on

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

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

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

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

23 F. PAYMENTS WITHHELD
24

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

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

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

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

3. When the grounds as noted above are removed, payment shall be made for amounts withheld on the basis thereof.

G. COMPLETION AND FINAL PAYMENT

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

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

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

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

11
12
13 2.25 CHANGES TO THE WORK
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- 15 A. The Owner, without invalidating the Contract or a Work Order, may order
16 changes in the Work within the general scope of the Contract consisting of
17 additions, deletion or other revisions. All such changes in the Work shall be
18 authorized by a Supplemental Work Order, and shall be performed under the
19 applicable conditions of the Contract Documents.
20
21 B. SUPPLEMENTAL Work ORDER: A Work Order issued to add or delete Work
22 from an existing, related Work Order. Only an executed Supplemental Work
23 Order will effectuate change in either the Work Order Price and/or the Work
24 Order Time.
25
26 C. All claims for additional compensation to the Contractor shall be presented in
27 writing before the expense is incurred and will be adjusted as provided herein.
28 No work shall be allowed to lag pending such adjustment, but shall be promptly
29 executed as directed, even if a disputed claim arises. No claim will be
30 considered after the work in question has been done unless a Supplemental
31 Work Order has been issued or a timely written notice of claim has been made
32 by Contractor.
33
34 D. Supplemental Work Orders are developed by the same method as a Work
35 Order as provided under Section 2.09.A, Procedures for Developing a Work
36 Order.
37
38 E. The value of tasks deleted from the Detailed Scope of Work shall be calculated
39 according to the standard procedures for calculating all Pre-priced Tasks and
40 Non Pre-priced Tasks. The result is that a credit for Tasks that have been
41 deleted from the Detailed Scope of Work will be given at 100% of the value at
42 which they were included in the original Price Proposal.
43
44

45 2.26 NOT USED
46

47
48 2.27 SITE CONDITIONS
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- 50 A. Where investigations have been conducted by the Owner of existing conditions
51 on a site, including subsurface conditions, such investigations are made for the

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

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

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

2.28 REQUEST FOR EQUITABLE ADJUSTMENT

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

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

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.

B. If repairs or changes are required in connection with guaranteed work within any guaranteed period, which, in the opinion of the IOR is rendered necessary as the result of the use of materials, equipment or workmanship which are

inferior, defective, or not in accordance with the Contract Documents, the Contractor shall, promptly upon receipt of notice from the Owner, and without expense to the Owner (1) place in satisfactory condition in every particular all of such guaranteed work, correct all defects therein, and (2) make good all damage to the building or site, or equipment or contents thereof, which, in the opinion of the IOR, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the Contract Documents; and (3) make good any work or materials, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.

- C. If the Contractor disturbs any work guaranteed under another contract in fulfilling the requirements of the contract or of any guarantee, embraced in or required thereby, he/she shall restore such disturbed work to a condition satisfactory to the IOR and guarantee such restored work to the same extent as it was guaranteed under such other contract.
- D. The Owner may have the defects corrected if the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee and the Contractor and his/her surety shall be liable for all costs and expenses incurred in connection therewith.
- E. All special guarantees applicable to definite parts of the work that may be stipulated in the Contract Documents shall be subject to the terms of this paragraph during the first (1st) year of the life of such special guarantee.

2.33 RESPONSIBILITY FOR DAMAGE

- A. Neither the Owner, the Architect or Engineer, nor any officer or employee of the County, or officer or employee thereof, within the limits of which the work is being performed, shall be answerable or accountable in any manner, for any loss or damage that may happen to the work or any part thereof; or for any of the materials or other things used or employed in performing the work; or for injury to any person or persons, either workmen or the public, for damage to property from any cause which might have been prevented by the Contractor, or his/her workmen, or anyone employed by him/her, against all of which injuries or damages to persons and property the Contractor having control over such work must properly guard.
- B. The Contractor shall be responsible for any liability imposed by law for any damage to any person or property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before the issuance of the Notice of Completion.
- C. The Contractor shall indemnify and hold harmless the Owner, the IOR, the Architect, and all of their respective officers and employees, from all claims, lawsuits or actions of every kind and nature whatsoever, brought for, or on account of any injuries or damages received or sustained by any person or persons, resulting from any act or admission by the Contractor or his/her servants or agents, in the construction of the work or by or in consequence of any negligence in guarding the same, in improper materials used in its

1 construction, or by or on account of any act or omission of the Contractor or
2 his/her agents in the performance of Contractor's obligations under the
3 Contract Documents. In addition to any remedy authorized by law, so much of
4 the money due the Contractor under and by virtue of the contract as shall be
5 considered necessary by the Owner may be retained by the Owner until
6 disposition has been made of such claims, lawsuits or actions for damages as
7 aforesaid.
8
9

10 2.34 WRITTEN NOTICE

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

16 2.35 RESOLUTION OF CONTRACT CLAIMS AND DISPUTES

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18
19 A. A Claim is a demand or assertion by one (1) of the parties seeking, as a matter
20 of right, adjustment or interpretation of Contract terms, payment of money,
21 extension of time, or a request for equitable adjustment or Supplemental Work
22 Order which cannot be resolved per provisions of Section 2.25 - CHANGES
23 TO THE WORK. Any Claim shall be reduced to writing and filed with the IOR,
24 within ten (10) calendar days after the Contractor has notice of the condition
25 giving rise to the Claim, and final action per Section 2.25 - CHANGES TO THE
26 WORK procedures has taken place or has been declared as such in writing,
27 by either party. Such ten (10)-day notice of an asserted claim is in addition to
28 the requirement for prompt notice required per Section 2.25 - CHANGES TO
29 THE WORK.
30
31 B. The Contractor shall not claim or recover any overhead cost administrative or
32 otherwise, particularly 'Home Office' expenses, 'Extended site overhead', or
33 any other overhead cost on the basis of any 'Home Office' damages formula,
34 'Eichleay' formula, 'Total Cost' recovery formula or any other such formula.
35
36 C. REQUIREMENTS FOR FILING A CLAIM. Claims must be filed within the time
37 specified above, but in no event later than the date of final payment of the
38 Project. Claims shall be submitted to the IOR. The claim shall be in writing
39 and shall be a sum certain if known. If unknown, Contractor shall specify the
40 basis for establishing the sum certain. Claim shall include a statement of the
41 reasons for the asserted entitlement, and include the documents necessary to
42 substantiate the claim. Such documents may include but are not limited to
43 payroll records, purchase orders, quotations, invoices, estimates,
44 subcontracts, daily logs, supplier contracts, subcontract billings, bid takeoffs,
45 equipment rental invoices, ledgers, journals, daily reports, job diaries, and any
46 documentation related to the requirements of Section 2.25 - CHANGES TO
47 THE WORK. In the case of a continuing delay, only one (1) claim is necessary.
48 If adverse weather conditions are the basis for a claim for additional time, such
49 claim shall be documented by data substantiating that weather conditions were
50 abnormal for the period of time and could not have been reasonably
51 anticipated, and that weather conditions had an adverse effect on the critical

activities on the construction schedule. The Contractor shall certify, at the time of submission of a claim, as follows:

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

By: _____
(Contractor's signature) (Date)

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

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

2. If the claimant disputes the written response of Owner (or his/her designee), or Owner fails to respond within the time prescribed, the claimant may so notify the Owner (or his/her designee), in writing, either within fifteen (15) days of receipt of the Owner (or his/her designee's) response or within fifteen (15) days of the Owner (or his/her designee's) failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues

1 in dispute. Upon a demand, the Owner (or his/her designee) shall
2 schedule a meet and confer conference within thirty (30) days for
3 settlement of the dispute.
4

5 3. Within ten (10) business days following conclusion of the meet and
6 confer conference, any unpaid portion of the claim remaining in dispute
7 shall be submitted to nonbinding mediation, as that term is defined by
8 Public Contract Code Section 9204(d)(2)(C).
9

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

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

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

43 Judicial Arbitration: If the matter remains in dispute, the case shall be
44 submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with
45 Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure,
46 notwithstanding Section 1141.11 of the code. The Civil Discovery Act of 1986
47 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of
48 the Code of Civil Procedure) shall apply to any proceeding brought under this
49 subsection consistent with the rules pertaining to judicial arbitration. Arbitrators
50 shall be experienced in construction law.
51

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.
- B. All bonds required, whether Bid bonds, Performance, Payment, Warranty or other bonds, shall be issued by an admitted surety insurer. The same admitted surety insurer must issue the Bid Bond, Performance Bond, Payment Bond, and Warranty Bond. The payment, performance and warranty bonds required by these specifications will neither be accepted nor approved by the Owner

1 unless the bonds are underwritten by an admitted surety and the requirements
2 of California Code of Civil Procedure section 995.630 are met. The bonds must
3 include a physical mailing address, phone number, FAX number, and contract
4 person for the admitted surety insurer. The Owner further reserves the right to
5 satisfy itself as to the acceptability of the surety and the form of bond. Upon
6 request of the Owner, the bidder must submit the following documents:

- 7
8 1. The original, or a certified copy, of the unrevoked appointment, power
9 of attorney, bylaws, or other instrument authorizing the person who
10 executed the bond to do so.
- 11
12 2. A certified copy of the certificate of authority of the insurer issued by
13 the California Insurance Commissioner.
- 14
15 3. A certificate from the county clerk that the certificate of authority has
16 not been surrendered, revoked, canceled, annulled, or suspended, or
17 in the event that it has, that renewed authority has been granted.
- 18
19 4. A financial statement of the assets and liabilities of the insurer to the
20 end of the quarter calendar year prior to thirty (30) days next preceding
21 the date of the execution of the bond, in the form of an officers'
22 certificate as defined in Corporations Code §173.
- 23
- 24

25 2.37 RIGHTS AND REMEDIES

- 26
27 A. The duties and obligations imposed by the Contract Documents and the rights
28 and remedies available hereunder shall be in addition to, and not a limitation
29 of, any duties, obligations, rights and remedies otherwise imposed or available
30 by law.
- 31
32 B. No action or failure to act by the Owner, or by the IOR or Architect, regarding
33 any deficiency, breach or default in performance by the Contractor under the
34 Contract Documents, shall be deemed or construed to constitute acquiescence
35 of the Owner in connection therewith or with regard to any subsequent
36 deficiency, breach or default in performance by the Contractor; nor shall any
37 such prior act of failure to act by or on behalf of Owner be deemed or construed
38 as a waiver of any rights in favor of Owner regarding any such deficiency,
39 breach or default in performance by the Contractor, regardless of the similarity
40 to the prior incident or circumstance when no action was taken regarding any
41 alleged deficiency, breach or default in performance by the Contractor.
- 42
- 43

44 2.38 TIME, DELAYS AND LIQUIDATED DAMAGES

45 A. DEFINITIONS

- 46
47
48 1. Unless otherwise provided, the Work Order Completion Time is the
49 period of time allotted in the Contract Documents for completion of the
50 Work of an individual work Order, including authorized adjustments
51 thereto.
- 52

2. The Date of Commencement of the Work is the date established in the Notice to Proceed.
3. The Date of Completion of the Work is the date of which the work is certified as complete by the IOR as specified in the Notice of Completion.
4. The term "day" as used in the Contract Documents shall mean calendar day unless specifically designated otherwise.

B. PROGRESS AND COMPLETION

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

C. DELAYS AND EXTENSIONS OF TIME

1. Delays in prosecution of parts or classes of the Work that are not demonstrated to prevent or delay completion of an entire Project or specific milestones within the Work Order Completion Time are not "unavoidable delays" for purposes of this section.
2. In all cases, the time authorized for extension of the Work Order Completion Time shall be no greater than the number of days directly attributable to the event or circumstances which causes unavoidable delay in the completion of a Project. Contractor shall be entitled, in the case of unavoidable delays, to an extension in the Work Order Completion Time, but not to any increase to the Work Order Price. "Unavoidable delay" for this purpose shall be defined as follows:
 - 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 shall be limited to that which is directly identified as critical by the delay.

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

1
2 D. NOTICE OF DELAYS
3

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

32 E. INVESTIGATION; PROCEDURE.
33

- 34 1. Upon receipt of a request for Time extension, the IOR shall conduct an
35 investigation of the facts asserted by the Contractor to constitute
36 grounds for an extension. The results of this investigation shall be
37 reported by the IOR to the Contractor and shall indicate whether he/she
38 will recommend for or against such extension to the Owner. The
39 performance of this investigation by the IOR shall not be construed as
40 direction or recommendation to the Contractor regarding scheduling of
41 the work. Scheduling this work is the sole responsibility of the
42 Contractor.
43
- 44 2. The IOR may, in his/her sole discretion, defer this recommendation to
45 allow the accumulation of time extensions due to Work Authorizations
46 into a periodic or final Supplemental Work Order request.
47
- 48 3. Upon receiving the IOR's recommendation to the Owner regarding the
49 Contractor's request for a time extension, the Contractor may either
50 withdraw its application for extension or request that it be scheduled for
51 action by the Owner. If the Owner disallows the request, there shall be
52 no allowance made for the time during which the request was pending,

1 and the Contractor shall remain obligated to complete the Work in the
2 time specified.

- 3
- 4 4. If the Owner approves the time extension Supplemental Work Order,
5 the new Construction Schedule submitted by the Contractor and
6 approved by the Owner shall be deemed to amend the original
7 Construction Schedule approved by the Owner; thereafter, the
8 amended Construction Schedule shall have the same force and effect
9 as the originally approved Progress Schedule.
- 10
- 11 5. The revised Construction Schedule must be submitted within seven (7)
12 calendar days of the date in which the Owner approves the change.
- 13
- 14 6. The Contractor agrees that the Owner's determination as to the
15 existence of grounds for an extension and, the duration of any such
16 extension, shall be final and binding upon both Owner and Contractor.

17

18 F. DISCRETIONARY TIME EXTENSION FOR BEST INTEREST OF OWNER

19

- 20 1. The Owner reserves the right to extend the Work Order Completion
21 Time for completion of the Work if the Director of Public Works and
22 Planning or designee determines that such extension is in the best
23 interest of the Owner.
- 24
- 25 2. In the event that such discretionary extension is made at the request of
26 the Contractor, the Owner shall have the right to charge to the
27 Contractor all or any part, as the Board may deem proper, of the actual
28 cost to the Owner for engineering, inspection, supervision, contract
29 administration, incidental and other overhead expenses that accrue
30 during period of such extension, and to deduct all or any portion of such
31 amounts from the final payment for the Work Order.
- 32
- 33 3. In the event such extension is ordered over the objection of the
34 Contractor, the Contractor shall be entitled to a Supplemental Work
35 Order adjusting the price paid to reflect the actual costs incurred by the
36 Contractor as a direct and proximate result of the delay, upon his/her
37 written application therefor, accompanied by such verification of costs
38 as the IOR requires. Only additional direct costs incurred at the site will
39 be reimbursable by Supplemental Work Order.
- 40

41 G. LIQUIDATED DAMAGES

42

- 43 1. If the Work is not completed by Contractor in the time specified in the
44 Work Order or within any period of extension authorized pursuant to
45 this Article, the Contractor acknowledges and admits that the Owner
46 will suffer damage, and that it is impracticable and infeasible to fix the
47 amount of actual damages. Therefore, it is agreed by and between the
48 Contractor and the Owner that the Contractor shall pay to the Owner
49 as fixed and liquidated damages, and not as a penalty, the sum
50 specified in Section 005213, Agreement, Article III for each calendar
51 day of delay until the Work is completed and accepted, and that both
52 the Contractor and the Contractor's surety shall be liable for the total

amount thereof, and that the Owner may deduct said sums from any monies due or that may become due to the Contractor.

2. This liquidated damages provision shall apply to all delays of any nature whatsoever, save and except only unavoidable delays approved by the Owner pursuant to provisions herein above, or discretionary time extensions approved by the Board of Supervisors pursuant to provisions hereinabove.

H. EXTENSION OF TIME NOT A WAIVER.

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

2.39 PROTECTION OF PERSONS AND PROPERTY

A. SAFETY PRECAUTIONS AND PROGRAMS

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

B. SAFETY OF PERSONS AND PROPERTY

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

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.

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

1 comply strictly with the insurance requirements, will be deemed to be
2 in default of its obligations.

3
4 2. Contractor shall procure, and maintain for the duration of the Contract,
5 insurance against claims for injuries to persons or damage to property
6 which may arise from or in connection with the performance of the work
7 hereunder by the Contractor, his/her agents, representatives,
8 employees or Subcontractors. The cost of such insurance shall be
9 included in the Contractor's bid.

10
11 3. No later than ten (10) calendar days following the Award of the
12 Contract, and prior to execution of the Agreement for Construction by
13 the Owner, the Contractor shall submit certificates of insurance, signed
14 by an authorized agent of the insurer, attesting to insurance coverage
15 of the Contractor as required by this Article.
16

17 B. MINIMUM SCOPE OF INSURANCE.

18 Coverage shall be at least as broad as:
19

- 20
21 1. Insurance Services Office Commercial General Liability coverage
22 ("occurrence" form CG0001).
23
24 2. Insurance Services Office Business Auto Coverage form number CA
25 0001 0187 covering Automobile Liability, code 1 "any auto".
26
27 3. Workers' Compensation insurance as required by the Labor Code of
28 the State of California and Employers Liability insurance.
29

30 C. MINIMUM LIMITS OF INSURANCE.

31 Contractor shall maintain limits no less than:
32

- 33
34 1. General Liability: One million dollars (\$1,000,000.00) combined single
35 limit per occurrence for bodily injury, personal injury and property
36 damage. If Commercial General Liability Insurance or other form with
37 a general aggregate limit is used, either the general aggregate limit
38 shall apply separately to this project/location or the general aggregate
39 limit shall be three times the required occurrence limit.
40
41 2. Automobile Liability: One million dollars (\$1,000,000.00) combined
42 single limit per accident for bodily injury and property damage.
43
44 3. Workers' Compensation and Employers Liability: Workers'
45 compensation limits as required by the Labor Code of the State of
46 California and Employers Liability limits of one million dollars
47 (\$1,000,000.00) per accident.
48
49

1 D. DEDUCTIBLES AND SELF-INSURED RETENTIONS.

2
3 Any deductibles or self-insured retentions must be declared to and approved
4 by the Owner. If approved at the option of the Owner, either: the insurer shall
5 reduce or eliminate such deductibles or self-insured retentions as respects the
6 Owner, its officers, officials, employees and volunteers; or the Contractor shall
7 procure a bond guaranteeing payment of losses and related investigations,
8 claim administration and defense expense.
9

10 E. OTHER INSURANCE PROVISIONS.

11
12 The policies are to contain, or be endorsed to contain, the following provisions:

13
14 1. Fire Insurance / Builders Risk Insurance.

- 15
16 a. At the Owner's option, the Contractor shall secure "All Risk"
17 type Builder's Risk Insurance for the Work to be performed
18 pursuant to this Agreement for an individual Work Order. The
19 policy shall cover not less than losses due to fire, explosion,
20 vehicle damage, theft, flood, earthquake and civil commotion
21 with no coinsurance penalty provision.
22
23 b. The Contractor shall obtain and keep in force insurance against
24 loss or damage by fire and the customary extended perils
25 including windstorm, hail, explosion, aircraft, vehicle, smoke,
26 riot, and civil commotion, vandalism, sprinkler leakage
27 (including earthquake) as covered under the standard forms of
28 California Standard Fire Insurance Policy for school projects or
29 Factory Insurance Association and/or Factory Mutual Insurance
30 Company for projects other than schools. The policy shall cover
31 the entire structure on which the work of this contract is to be
32 done, up to the full insurable value thereof, including items of
33 labor and materials connected therewith on the site, materials
34 in place or to be used as part of the permanent construction
35 including materials stored and partially paid for by the Owner as
36 provided in Division 01 – General Requirements, surplus
37 materials, shanties, protective fences, bridges, or temporary
38 structures, miscellaneous materials and supplies incident to the
39 work, and such scaffolding, staging, towers, forms and
40 equipment as are not owned or rented by the Contractor, the
41 cost of which is included in the cost of the work. EXCLUDED:
42 This insurance does not cover any tools owned by mechanics,
43 any tools, equipment, scaffolding, staging, towers, and forms
44 owned or rented by the Contractor, the capital value of which is
45 not included in the cost of the Work, or any structures erected
46 for the Contractor's administration of the Project. The loss, if
47 any, is to be adjustable with and payable to the Owner as
48 trustee for the insured as their interests may appear, except in
49 such cases as may require payment of all or a proportion of said
50 insurance to be made to a mortgagee or trustee as its interest
51 may appear.
52

1 c. The Owner shall be named as insured jointly with the Contractor
2 and other proper parties, all as their respective interests may
3 appear. All subcontractors shall be insured to the extent of their
4 portion of the work under the Contractor. The Owner, Contractor
5 and all subcontractors waive all rights, each against the others,
6 for damages caused by fire or other perils covered provided
7 under the terms of this article, except such rights as they may
8 have to the proceeds of the insurance held by the party
9 obtaining and maintaining the insurance policy in force who acts
10 as trustee of said policy. Certificates of such insurance shall be
11 filed with the Owner. If the Contractor fails to effect or maintain
12 insurance as above and so notifies the Owner, the Owner may
13 insure his own interest and charge the cost thereof to the
14 Contractor.

15
16 d. In the event of a partial or total destruction by the perils insured
17 against, of any or all of the work and/or materials herein
18 provided for, at any time prior to the final completion of the
19 Contract and the final acceptance by the Owner of the Work or
20 materials to be performed or supplied thereunder, the
21 Contractor shall promptly reconstruct, repair, replace, or restore
22 all work or materials so destroyed or injured at his sole cost and
23 expense. Nothing herein provided for shall in any way excuse
24 the Contractor or his surety from the obligation of furnishing all
25 the required materials and completing the work in full
26 compliance with the terms of the Contract.

27
28 2. Commercial General Liability and Automobile Liability Coverages.
29

30 a. The Contractor shall secure Commercial General Liability
31 Insurance with limits of not less than One Million Dollars
32 (\$1,000,000.00) per occurrence and an annual aggregate of
33 Three Million Dollars (\$3,000,000.00). This policy shall be
34 issued on a per occurrence basis. The Owner may require
35 specific coverage including completed operations, product
36 liability, contractual liability, XCU, fire legal liability or any other
37 liability insurance deemed necessary because of the nature of
38 the contract. The Owner, its officers, officials, employees,
39 agents, including Consulting Engineers while performing
40 contract administration services, and volunteers are to be
41 covered as insured as respects all of the following: liability
42 arising out of activities performed by or on behalf of the
43 Contractor, including the insured's general supervision of the
44 Contractor; products and completed operations of the
45 Contractor; premises owned, occupied or used by the
46 Contractor; or automobiles owned, leased, hired or borrowed by
47 or on behalf of the Contractor. The coverage shall contain no
48 special limitations on the scope of protection afforded to the
49 Owner, its officers, officials, employees or volunteers.
50

51 b. The Contractor's insurance coverage shall be primary
52 insurance as respects the owner, its officers, officials,

employees, agents, Consulting Engineers, and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, Employees, agents, Consulting Engineers, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect Coverage provided to the Owner, its officers, officials, employees, agents, Engineers, Consulting Engineers, or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Such Commercial General Liability insurance shall name 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. 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. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to Owner. Contractor shall obtain endorsements to the Commercial General Liability insurance policy naming Owner as an additional insured and providing for a thirty (30) day prior written notice of cancellation or change in terms or coverage

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.

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.

F. ACCEPTABILITY OF INSURERS

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

G. VERIFICATION OF COVERAGE

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

1 agencies while acting within the course and scope of their duties and
2 responsibilities.

3
4 H. SUBCONTRACTORS

5
6 Contractor shall include all Subcontractors as insured under its policies or shall
7 furnish separate certificates and endorsements for each Subcontractor. All
8 coverages for Subcontractors shall be subject to all of the requirements stated
9 herein.

10
11
12 2.41 UNCOVERING WORK

13
14 A. If any portion of the Work should be covered contrary to the request of the IOR,
15 Owner, public authority having jurisdiction, or to requirements specifically
16 expressed in the Contract Documents, it must, if required in writing by the IOR,
17 be uncovered for their observation and shall be replaced at the Contractor's
18 expense.

19
20 B. If any other portion of the Work has been covered which the IOR, Owner or
21 public authority having jurisdiction has not specifically requested to observe
22 prior to its being covered, the IOR may request to see such Work and it shall
23 be uncovered by the Contractor. If such Work is found in accordance with the
24 Contract Documents, the cost of uncovering and replacement shall, by
25 appropriate Supplemental Work Order, be charged to the Owner. If such Work
26 is found not in accordance with the Contract Documents, the Contractor shall
27 pay such costs unless it be found that this condition was caused by the Owner
28 or a separate contractor as provided herein in these General Conditions, in
29 which event the Owner shall be responsible for the payment of such costs.

30
31
32 2.42 CORRECTION OF WORK

33
34 A. The Contractor shall promptly correct all Work rejected by the IOR as defective
35 or as failing to conform to the Contract Documents, whether or not fabricated,
36 installed or completed. The Contractor shall submit a plan of action, within
37 twenty-four (24) hours of notification of the rejected work by the IOR, for
38 correcting the rejected work. The Contractor shall bear all costs of correcting
39 such rejected Work, including compensation for the Engineer's and Architect's
40 additional services made necessary thereby.

41
42 B. If, within one (1) year after the date of acceptance of the Work as specified in
43 the Notice of Completion, or designated portion thereof, or within one (1) year
44 after acceptance by the Owner of designated equipment, or within such longer
45 period of time as may be prescribed by the terms of any applicable special
46 warranty required by the Contract Documents, any of the Work is found by
47 Owner to be defective or not in accordance with the Contract Documents, the
48 Contractor shall correct it promptly after receipt of a written notice from the
49 Owner to do so, unless the Owner has previously given the Contractor a written
50 acceptance of such condition. This obligation shall survive both final payment

for the Work or designated portion thereof and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

- C. The Contractor shall, at his/her sole expense, remove from the site all portions of the Work that are defective or nonconforming and which have not been corrected under Articles 2.32, 2.42.A, and 2.42.B, unless the Owner waives removal.
- D. If the Contractor fails to submit a plan of action, within twenty-four (24) hours of notification of the rejected work by the IOR, for correcting the rejected work, or fails to correct defective or nonconforming Work as provided herein in Articles 2.32, 2.42.A, and 2.42.B, the Owner may correct it in accordance with Article 2.08.C.
- E. If the Contractor does not take action under the plan to initiate such correction of such defective or nonconforming Work within ten (10) days of written notice from the IOR, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may, upon ten (10) additional days' written notice, sell such Work at auction or at private sale and shall account for the proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the IOR, Architect, or other Professional's additional services made necessary thereby. If such proceeds of sale do not cover all costs that the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Supplemental Work Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.
- F. The Contractor shall bear the cost of making good all work of the Owner or separate contractors destroyed or damaged by such correction or removal.
- G. Nothing contained in this Section 2.42 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Section 2.32 hereof. The establishment of the time periods noted in this Section 2.42, or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents, relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

2.43 ACCEPTANCE OF DEFECTIVE OR NONCONFORMING WORK

If the Owner prefers to accept defective or nonconforming Work, the Owner may do so instead of requiring its removal and correction, in which case a Supplemental Work

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Order will be issued to reflect a reduction in the Work Order Price where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made. IOR shall determine the amount of reduction in the Work Order Price.

2.44 TERMINATION BY THE OWNER

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

B. If the unpaid balance of the Work Order Price exceeds the costs of finishing the Work, including compensation for the IOR's and Architect's additional services made necessary thereby, Contractor will only be paid for his/her actual unpaid costs from such excess. If such costs exceed the unpaid balance, the contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or to the Owner, as the case may be, shall be certified by the IOR, upon application, in the manner provided in Section 2.24 and this obligation for payment shall survive the termination of the Contract.

2.45 SUBSTITUTION OF MATERIALS

A. When a specific manufacturer, trade name or material is specified, or indicated, it is to establish a standard of quality and shall not be construed as limiting competition. The intent of the Contract Documents is to specify high-grade standard material and equipment, and it is not the intent of these Contract Documents to exclude or omit the products of any responsible manufacturer, if such products are equally acceptable in terms of quality, finish, performance, durability, and serviceability, in the judgment of the Owner and the Architect, to those specified herein. Wherever an article, or any class of materials, is specified by the trade name or by the name of any particular patentee, manufacturer or dealer, it shall be taken as intending to mean and specify the article of material described or any other equal thereto in quality, finish, performance, durability, and serviceability, in the judgment of the Owner and the Architect, for the purpose for which it is or they are intended.

- 1 B. 195If the Contractor desires to use material or equipment other than that
2 specified, he/she shall submit a request for approval of such substitution, in
3 writing, to the IOR by no later than 10 days prior to bid opening. Substitution
4 requests will not be considered if received after the time stipulated.
5
6 C. The Owner does not guarantee that alternative articles, components, materials
7 or equipment other than the item specified by trade name or other specific
8 identification, will fit within the design parameters of the project without
9 alteration of the project design by the Contractor.
10
11 D. The Owner has the right to reject any proposed alternative material which
12 requires alteration of the project design which impacts the safety of the public
13 or the user of a completed facility. If the proposed alternative material requires
14 alteration of the design of the Project or any aspect thereof and said alterations
15 are acceptable to the Owner, the Contractor shall be responsible for performing
16 said alterations at no additional cost to the Owner.
17
18 E. Submittals for approval of substitute materials shall contain sufficient detailed
19 information, descriptive brochures, drawings, samples or other data as is
20 necessary to provide a detailed side-by-side comparison to the specified
21 materials. It is the sole responsibility of the Contractor to submit complete
22 descriptive and technical information so the IOR can make proper appraisal.
23 Lack of either proper or sufficient information shall constitute cause for
24 rejection. Reference to product data will not be acceptable.
25
26 F. It is the Contractor's responsibility to confirm and correlate all quantities and
27 dimensions and coordinate with all trades whose work may be affected by the
28 requested substitution.
29
30

31 2.46 REFERENCE TO STANDARDS
32

- 33 A. Reference to known standards shall mean and intend the latest edition or
34 amendment published prior to date of these Specifications, unless specifically
35 indicated otherwise, and to such portions of it that relate and apply directly to
36 the material or installation called for on the Project.
37
38 B. Where material is specified solely by reference to standard specifications, the
39 Contractor shall, if requested by the IOR, submit to the IOR for his/her
40 approval, data on all such material proposed to be incorporated into the Work
41 of the Contractor, listing the name and address of the vendor, the manufacturer
42 or producer, and the trade or brand names of such materials.
43
44
45

46 2.47 SPECIFICATIONS
47

- 48 A. The Specifications are organized into Divisions, Sections, and Trade headings
49 based on the Construction Specifications Institute's Master format and the
50 Master format numbering system. This organization shall not control the
51 Contractor in dividing the Work among Subcontractors or in establishing the
52 extent of the Work to be performed by any trade. The Contractor shall be

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1 responsible for examining all Sections of the Specifications for inter-related
2 items of the Work, and for furnishing each item identified or specified.

- 3
- 4 B. No responsibility will be assumed by the Owner, Architect or the IOR for
5 omissions or duplications by the Contractor in the completion of the Contract
6 due to any alleged discrepancy in the arrangement of the material in these
7 Specifications, nor shall any such segregation of work and materials operate
8 to make the IOR an arbiter in defining the limits to the agreements between the
9 Contractor and his/her Subcontractors or suppliers.
- 10
- 11 C. The misplacement, addition or omission of any letter, word or punctuation mark
12 shall in no way damage the true spirit, intent or meaning of these
13 Specifications.
- 14
- 15 D. The words "shown", "indicated", "noted", "scheduled" or words of that effect
16 shall be understood to mean that reference is made to Drawings
17 accompanying these Specifications.
- 18
- 19 E. Where reference herein is made to colors or finishes "as selected", the
20 reference is to the Architect with concurrence by the Owner.
- 21
- 22

23 2.48 APPROVED APPLICATORS

24

- 25 A. Where specific instructions in these Specifications require that a particular
26 product and/or materials be installed and/or applied by an "approved
27 applicator" of the manufacturer, it shall be the Contractor's responsibility to
28 insure that any Subcontractors used for such work be approved applicators.
- 29
- 30 B. Contractor accordingly shall bear any and all costs, and shall reimburse Owner
31 for any such costs incurred by Owner, resulting from Contractor's failure to
32 insure the use of an "approved applicator".
- 33
- 34

35 2.49 DELIVERY AND STORAGE OF MATERIALS

36

- 37 A. Deliver all manufactured materials in the original packages, containers or
38 bundles (with the seals intact), bearing the name or identification mark of all
39 manufacturers.
- 40
- 41 B. Deliver fabrications in as large assemblies as practicable and where specified
42 to be shop-primed or shop-finished; they shall be packaged or crated as
43 required to preserve such priming or finish intact and free from abrasion.
- 44
- 45 C. Store all materials in such manner as necessary to properly protect same from
46 damage, as materials or equipment damaged by handling, weather, dirt or from
47 any other cause will not be acceptable.
- 48
- 49 D. Store materials so as to cause no obstructions (i.e. stored off all sidewalks and
50 other walkways, roadways, and underground services). The Contractor shall
51 be responsible for protecting from damage all material and equipment
52 furnished under the Contract.

2.50 QUALITY OF WORK

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

2.51 HOURS OF WORK

- A. Eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and it is expressly stipulated that no worker employed at any time by the Contractor, or by a Subcontractor under this Contract, upon the Work, shall be required or permitted to work thereon more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week, except as provided in Sections 1810-1815 inclusive, of the Labor Code of the State of California, all the provisions of which are deemed to be incorporated herein as if set forth in full; and it is further expressly stipulated that for each and every violation of said last named stipulation, said Contractor shall forfeit, as a penalty to the Owner, fifty dollars (\$50.00) for each worker employed by the Contractor in the execution of this Contract, for each calendar day during which said worker is required or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of any of said provisions of the Labor Code.
- B. Notwithstanding the above stipulations, pursuant to Section 1815 of the Labor Code, work performed by employees of contractors in excess of eight (8) hours per day and forty (40) hours during any one (1) week shall be permitted on the Project upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and a half (1 1/2) times the basic rate of pay.

2.52 WAGE RATES

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

1 The Contractor shall also submit certified payroll records of the Contractor,
2 Subcontractors and all Sub-subcontractors of any tier to the Inspector of
3 Record at least monthly.
4

5 B. Contractor shall, and shall cause each of its Subcontractors (as defined in
6 Labor Code section 1722.1) to provide written proof that they are currently
7 registered with the California Department of Industrial Relations at the time of
8 bid submittal, and have paid the applicable annual fee and are thereby qualified
9 to submit a bid and to perform public work pursuant to Labor Code section
10 1725.5, prior to award of this Contract or any subcontract hereunder. No bid
11 shall be accepted, nor shall this Contract or any subcontract hereunder, be
12 entered into without such proof.
13

14 C. Pursuant to Section 1770-1780 of the Labor Code of the State of California,
15 the Director of the Department of Industrial Relations has determined the
16 general prevailing rates of wages and rates for legal holidays and overtime in
17 the locality in which this work is to be performed, which under Labor Code
18 Section 1773.1 are deemed to include employer payments for health and
19 welfare, pension, vacation, travel time and subsistence pay, and
20 apprenticeship or other authorized training programs, for each craft or type of
21 worker or mechanic needed to perform this contract. Said wage rates are
22 available only at the Fresno County Department of Public Works and Planning,
23 Design Division, and will be made available to any interested person upon
24 request. Minimum wage rates for this Project, as predetermined by the
25 Secretary of Labor, are set forth in the Special Provisions. If there is a
26 difference between the minimum wage rates predetermined by the Secretary
27 of Labor and the Prevailing Wage Rates predetermined by the Director of the
28 Department of Industrial Relations of the State of California for similar
29 classifications of labor, the contractor and his subcontractors shall pay not less
30 than the higher wage rate.
31

32 D. It shall be mandatory upon the Contractor to whom the Contract is awarded,
33 and upon any Subcontractor under him/her to pay not less than the said
34 specified rates to all laborers, workers, and mechanics employed by them in
35 the execution of the Contract, and to pay all laborers, workers and mechanics
36 not less often than once weekly. The Contractor to whom the Contract is
37 awarded shall post a copy of the determination of prevailing wages at the job
38 site. The Contractor shall require all Subcontractors to comply with Sections
39 1770-1780 of the Labor Code of the State of California and shall insert into
40 every subcontract the requirements contained therein.
41

42 E. The Contractor shall comply with Labor Code Section 1775. In accordance
43 with said Section 1775, it is hereby further agreed that the Contractor shall
44 forfeit to the Owner, as a penalty, fifty dollars (\$50.00) for each laborer, worker,
45 or mechanic employed for each calendar day or portion thereof, who is paid
46 less than the said stipulated rates for any work done under the Contract, by
47 him/her or by any Subcontractor under him/her. The difference between said
48 stipulated rates and the amount paid to each worker for each calendar day or
49 portion thereof for which each worker was paid less than said stipulated rate
50 shall be paid to each worker by the Contractor. The Contractor, and each
51 Subcontractor, shall keep or cause to be kept an accurate record showing the

name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him/her or her in connection with the public work. The records shall be open at all reasonable hours to the inspection of the Owner, to its officers and agents, and to the Division of Labor Law Enforcement of the State Department of Industrial Relations, its deputies and agents, or as otherwise provided by applicable law (including but not limited to Labor Code 1776).

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

2.53 APPLICATION OF HIGHEST STANDARDS AND REQUIREMENTS

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

2.54 NONDISCRIMINATION IN EMPLOYMENT

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

- A. California Fair Labor Code Section 1735, which prohibits discrimination in employment on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code, and applies to all employers, employment agencies and labor organizations.
- B. Title VII of the Federal 1964 Civil Rights Act (42 U.S.C. Section 2000e - 2000e - 17) which prohibits employment discrimination on the basis of race, color, sex, religion, or national origin, and applies to all employers that employ at least fifteen (15) workers during each working day in each of twenty (20) or more calendars weeks in the current or preceding year.
- C. In addition to these two (2) laws of general application, there are other Federal and State laws that prohibit employment discrimination in particular cases.
- D. The Owner is an Affirmative Action Employer and expects all of its contractors and suppliers to familiarize themselves with, and comply with, all applicable laws relating to employment discrimination.

- 1 E. To the extent required by law, the Contractor shall meet all requirements of law
2 relating to the participation of minority, women, and disabled veteran business
3 enterprise contracting goals, and shall comply with Public Contract Code
4 10115 et seq. and all applicable regulations. Contractor further agrees that,
5 when required, Contractor shall ensure compliance by all Subcontractors and
6 shall complete all forms required by all agencies exercising jurisdiction over
7 the project.
8
9

10 2.55 APPRENTICES
11

- 12 A. Pursuant to Sections 1770-1780 of the Labor Code of the State of California,
13 the Director of the Department of Industrial Relations has determined the
14 general prevailing rate of wages in the locality for each craft or type of worker
15 needed to execute the work. Said wage rates pursuant to Section 1773.2 of
16 the Labor Code are on file with the Clerk to the Fresno County Board of
17 Supervisors, and will be made available to any interested person on request.
18 A copy of this wage scale may also be obtained at the following Web Site:
19 *www.dir.ca.gov/dlsr*.
20
21 B. Pursuant to Section 1775 of the Labor Code of the State of California, nothing
22 in this Article shall prevent the employment of properly registered apprentices
23 upon public works. Every such apprentice shall be paid the standard wage paid
24 to apprentices under the regulations of the craft or trade at which he/she is
25 employed, and shall be employed only at the work of the craft or trade to which
26 he/she is registered.
27
28 C. Only apprentices, as defined in Section 3077, who are in training under
29 apprenticeship standards and written apprentice agreements under Chapter 4
30 (commencing at Section 3070), Division 3, of the Labor Code, are eligible to
31 be employed on public works. The employment and training of each apprentice
32 shall be in accordance with the provisions of the apprenticeship standards and
33 apprentice agreements under which he/she is training.
34
35 D. Fresno County is committed to increasing the availability of employment and
36 training opportunities, with particular attention to the plight of those who are
37 most economically disadvantaged. In an effort to advance that purpose, the
38 County will require that the Contractor and each subcontractor employed on
39 this Project shall use their best efforts to ensure that thirty-three percent (33%)
40 of apprentice hours, as determined by California Labor Code Section 1777.5
41 for each contractor and subcontractor of any tier on this Project, are performed
42 by qualified participants in state approved apprenticeship programs who also
43 are current or former "Welfare-to-Work" participants in the CalWORKs
44 program. Provided, that nothing contained in this Paragraph D shall be
45 interpreted to relieve or in any way diminish the obligation of the Contractor
46 and each subcontractor to comply fully with all applicable apprenticeship laws
47 in accordance with the California Labor Code and the California Code of
48 Regulations; and accordingly such requirements as are contractually imposed
49 by this Paragraph D shall be in addition to such legally mandated requirements,
50 and applicable only to the extent fully consistent therewith.
51

- 1 E. Incentives whereby the Contractor or Subcontractor receives partial
2 reimbursement for the wages paid to apprentices who qualify may be available.
3 The incentive program is administered by the County of Fresno, Department
4 of Social Services. For questions regarding the incentive program, contact the
5 Department of Social Services at (559) 230-4008.
6
7

8 2.56 PROVISIONS REQUIRED BY LAW DEEMED INSERTED
9

10 Every provision of law and clause required by law to be inserted in this contract shall
11 be deemed to be inserted, and this contract shall be read and enforced as though it
12 were included, and if through mistake or otherwise any provision is not inserted or is
13 not correctly inserted, upon application of either party the contract shall be amended
14 to make the insertion or correction.
15

16
17 2.57 DRUG FREE WORKPLACE CERTIFICATION
18

19 A. The Contractor shall comply with Government Code Section 8355 in matters
20 relating to providing a drug-free workplace.
21

22 B. The Contractor shall publish a statement notifying employees that unlawful
23 manufacture, distribution, dispensation, possession, or use of controlled
24 substance is prohibited and specifying actions to be taken against employees
25 for violations, as required by Government Code Section 8355(a).
26

27 C. The Contractor shall establish a Drug-Free Awareness Program as required
28 by Government Code 8355(b), to inform employees about all of the following:
29

- 30 1. The dangers of drug abuse in the workplace,
31
32 2. The Contractor's policy for maintaining a drug-free workplace,
33
34 3. Any available counseling, rehabilitation and employee assistance
35 programs,
36
37 4. Penalties that may be imposed upon employees for drug abuse
38 violations.
39

40 D. Provide as required by Government Code 8355(c), that everyone who provides
41 work under the Agreement.
42

- 43 1. Will receive a copy of the company's drug-free policy statement, and
44
45 2. Will agree to abide by the terms of the Contractor's statement as a
46 condition of employment on the contract.
47
48

49 2.58 BUILDING PERMIT AND OTHER PERMITS
50

51 The Building permit shall be obtained and paid for by the Owner. All other required
52 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® JOC information management applications, construction cost data, and Construction Task Catalog® (collectively "Proprietary Information"), 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 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 and Proprietary Information.

END OF SECTION

APPENDIX A

General Conditions Article 2.35 – Resolution of Contract Claims and Disputes

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

California Public Contract Code Section 9204

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

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

(c) For purposes of this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

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

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

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

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

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

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

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed 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

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

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

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

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

California Public Contract Code Sections 20104 – 20104.6

Section 20104

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

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

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

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

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

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

Section 20104.2

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

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

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

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

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

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

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

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

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

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

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

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

42 **Section 20104.4**

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

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

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

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

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

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

30 **Section 20104.6**

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

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

36
37
38
39 END OF SECTION
40
41
42

Exhibit A

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

Exhibit A

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

**PROPOSAL TO THE BOARD OF SUPERVISORS
COUNTY OF FRESNO**

#1

Contract: **Job Order Contract – 'B' License**

Contract No.: #18-J-01
18-J-02
18-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. #17-J-01
17-J-02
17-J-03

Proposal
00 42 13-1

JOB ORDER CONTRACT

BIDDER: Durham Construction Company, Inc.

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

zero point eight seven zero zero

0

 ■

8	7	0	0
---	---	---	---

(Written in Words) (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)

zero point eight seven zero zero

0

 ■

8	7	0	0
---	---	---	---

(Written in Words) (Specify to four (4) decimal places)

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

zero point seven three zero zero

0

 ■

7	3	0	0
---	---	---	---

(Written in Words) (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 seven three zero zero

0

 ■

7	3	0	0
---	---	---	---

(Written in Words) (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 one zero zero zero

1

 ■

1	0	0	0
---	---	---	---

(Written in Words) (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 one zero zero zero

1

 ■

1	0	0	0
---	---	---	---

(Written in Words) (Specify to four (4) decimal places)

Acknowledgement of Addendum:

Addendum No. 1 Dated 6/8/2018 Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Award Criteria Figure

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

Line 1.	County/State-funded Projects – Normal Working Hours	1. .8700	
Line 2.	Multiply Line 1 by 50%		2. .4350
Line 3.	County/State-funded Projects – Other Than Normal Working Hours	3. .8700	
Line 4.	Multiply Line 3 by 15%		4. .1305
Line 5.	Federally-funded Projects – Normal Working Hours	5. .7300	
Line 6.	Multiply Line 5 by 5%		6. .0365
Line 7.	Federally-funded Projects – Other Than Normal Working Hours	7. .7300	
Line 8.	Multiply Line 7 by 5%		8. .0365
Line 9.	County/State-funded Projects in Secure Facilities – Normal Working Hours	9. 1.100	
Line 10.	Multiply Line 9 by 15%		10. .1650
Line 11.	County/State-funded Projects in Secure Facilities – Other Than Normal Working Hours	11. 1.100	
Line 12.	Multiply Line 11 by 10%		12. .1100
Line 13.	Add Lines 2, 4, 6, 8, 10 and 12 This is the Award Criteria Figure:		0.9135

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

Award Criteria Figure

Zero point nine one three five

(Written in Words)

0	.	9	1	3	5
---	---	---	---	---	---

(Specify to four (4) decimal places)

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

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

END OF PROPOSAL FORM

END OF SECTION

BID SECURITY FORM

CONTRACT: JOB ORDER CONTRACTS

CONTRACT: #18-J-01, 18-J-02, 18-J-03, Class B

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

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

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

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

FIRM NAME Durham Construction Company, Inc.

Chris Durham, President, Secretary, Treasurer and Manager

State of Incorporation: California

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

A,B,C21,C39,C-8

Class License No. 765896 Expires July 31, 2019

Department of Industrial Relations Registration No: 1000002869



Signature of Bidder

June 21, 2018

Dated

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

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

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

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

EMAIL: chris@durham-construction.com

END OF SECTION

Contract No.: #18-J-01
18-J-02
18-J-03

Bid Security Form
00 43 13-1

JOB ORDER CONTRACT

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Durham Construction Company Inc
1025 Holland Ave Clovis CA 93611 (full name and address or legal title of Principal)
as Principal, hereinafter called the Principal, and North American Specialty Insurance Company
(select Surety)
a corporation duly organized under the laws of the state of NH as Surety, hereafter called the Surety, are
(select state)
held and firmly bound unto County of Fresno 2220 Tulare Street
Fresno CA 93721 (full name and address or legal title of Obligee)
as Obligee, hereinafter called the Obligee, in the sum of Twenty Five Thousand Dollars and 00/100 Dollars (\$25,000.00)
for the payment of which the Principal and the Surety bind ourselves, our successors and assigns, jointly and severally, firmly by
these presents.

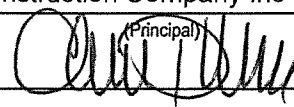
WHEREAS, the Principal has submitted to the Obligee a bid for JOC Contract #18-J-01, Class B
(full name, address and description of project)

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

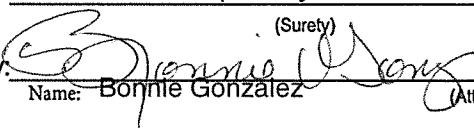
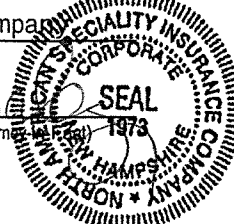
When this bond has been furnished to comply with a statutory or other legal requirement in the location of the project, any provision in this bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements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

Signed and sealed this 19th day of June 2018

BY _____
(Witness)

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

BY _____
(Witness)

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


Civil Code § 1189

State of California)
) ss
County of Fresno)

Lyn Genito, Notary Public

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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

Principal: Durham Construction Company Inc

Bond Number: Bid Bond

Obligee: County of Fresno

Bond Amount: See Bond Form

Bond Description: JOC Contract #18-J-01, Class B

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

FIFTY MILLION (\$50,000,000.00) DOLLARS

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

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

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



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

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



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 12th day of October, 2017.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

ss:

On this 12th day of October, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19th day of June, 2018.

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

Bid Bond

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

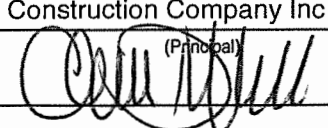
WHEREAS, the Principal has submitted to the Obligee a bid for JOC Contract #18-J-02, Class B
(full name, address and description of project)

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

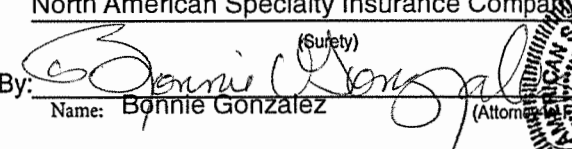
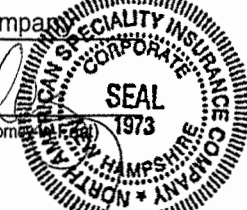
When this bond has been furnished to comply with a statutory or other legal requirement in the location of the project, any provision in this bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements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

Signed and sealed this 19th day of June 2018

BY _____
(Witness)

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

BY _____
(Witness)

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


CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

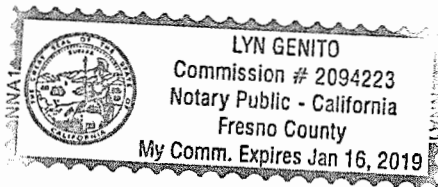
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of Fresno)

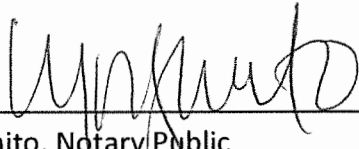
On June 19, 2018, before me, Lyn Genito, Notary Public, personally appeared Bonnie Gonzalez, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



(Seal)

Signature: 
Lyn Genito, Notary Public

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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

Principal: Durham Construction Company Inc

Bond Number: Bid Bond

Obligee: County of Fresno

Bond Amount: See Bond Form

Bond Description: JOC Contract #18-J-02, Class B

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


FIFTY MILLION (\$50,000,000.00) DOLLARS

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


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

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



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



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

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 12th day of October, 2017.

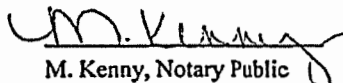
North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

ss:

On this 12th day of October, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19th day of June, 2018.


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

Bid Bond

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

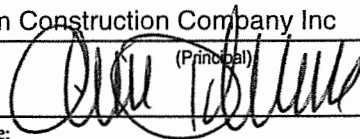
WHEREAS, the Principal has submitted to the Obligee a bid for JOC Contract #18-J-03, Class B
(full name, address and description of project)

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

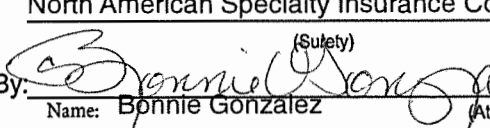

When this bond has been furnished to comply with a statutory or other legal requirement in the location of the project, any provision in this bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements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

Signed and sealed this 19th day of June 2018

BY _____
(Witness)

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

BY _____
(Witness)

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


Civil Code § 1189

State of California)
) ss
County of Fresno)

Lyn Genito, Notary Public

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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

Principal: Durham Construction Company Inc

Bond Number: Bid Bond

Obligee: County of Fresno

Bond Amount: See Bond Form

Bond Description: JOC Contract #18-J-03, Class B

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


FIFTY MILLION (\$50,000,000.00) DOLLARS

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


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

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



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



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

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 12th day of October, 2017.

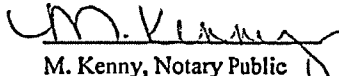
North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

ss:

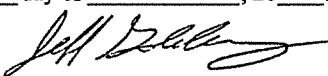
On this 12th day of October, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19th day of June, 2018.


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

1 **CONTRACT: JOB ORDER CONTRACTS**

2
3 **CONTRACT: 18-J-01, 18-J-02, 18-J-03, Class B**

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

6
7 **NONCOLLUSION AFFIDAVIT**

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

10
11 Chris Durham

12
13 (Printed or Typed Name)

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

16
17 President

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

19
20 of Durham Construction Company

21 (Bidding Entity)

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

40
41
42
43 (Signature)

June 21, 2018

(Dated)

44
45 (Title 23 United States Code Section 112)

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

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

52
53 **END OF SECTION**

Contract No.: #18-J-01
18-J-02
18-J-03

Non-Collusion Affidavit
00 45 19-1

JOB ORDER CONTRACT

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

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

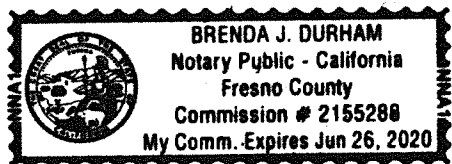
1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

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

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

State of California
 County of Fresno

Subscribed and sworn to (~~or affirmed~~) before me
 on this 21st day of June, 2018,
 by Date Month Year



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

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

Signature Brenda J. Durham
 Signature of Notary Public

Seal
 Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

SAMPLE GUARANTY FORM

CONTRACT NO: #18-J-01, 18-J-02, 18-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.

Durham Construction Company, Inc.

(Company)

By:  / Chris Durham

President

(Title)

Date: June 21, 2018

END OF SECTION

Contract No.: #18-J-01
18-J-02
18-J-03

Guaranty
00 65 36-1

JOB ORDER CONTRACT

Fresno County Department of Public Works and Planning
Project: General Building Job Order Contract Class-B
Contract No.: 18-J-01, 18-J-02 & 18-J-03

Bid Opening: 6/21/2018
 Scheduled Award Date: 8/21/2018

Bidders

- 1 Durham Construction Company, Inc.
- 2 Haus Construction, Inc.
- 3 Puma Construction & Restoration

ITEM NO.	ITEM DESCRIPTION	Durham Construction Company, Inc.		Haus Construction, Inc.		Puma Construction & Restoration	
1	County/State-Normal Working Hours	0.8700		0.9650		1.1600	
2	Multiply Line 1 by 50%		0.4350		0.4825		0.5800
3	County/State-Other Than Normal Working Hours	0.8700		0.9650		1.1800	
4	Multiply Line 3 by 15%		0.1305		0.1448		0.1770
5	Federal-Normal Working Hours	0.7300		0.8000		1.1600	
6	Multiply Line 5 by 5%		0.0365		0.0400		0.0580
7	Federal-Other Than Normal Working Hours	0.7300		0.8000		1.1800	
8	Multiply Line 7 by 5%		0.0365		0.0400		0.0590
9	County/State-in Secure Facilities-Normal Working Hours	1.1000		0.9050		1.0000	
10	Multiply Line 9 by 15%		0.1650		0.1358		0.1500
11	County/State-in Secure Facilities-Other Than Normal Working Hours	1.1000		0.9050		1.0200	
12	Multiply Line 11 by 10%		0.1100		0.0905		0.1020
Add Lines 2, 4, 6, 8, 10, & 12. This is the Award Criteria Figure		0.9135		0.9336		1.1260	

Fresno County Department of Public Works and Planning
Project: General Building Job Order Contract Class-B
Contract No.: 18-J-01, 18-J-02 & 18-J-03

Bid Opening: 6/21/2018
 Scheduled Award Date: 8/21/2018

Bidders

- 1 Durham Construction Company, Inc.
- 2 Haus Construction, Inc.
- 3 Puma Construction & Restoration

ITEM NO.	ITEM DESCRIPTION	Bidder		Bidder		Bidder		Bidder	
1	County/State-Normal Working Hours			0.0000		0.0000			
2	Multiply Line 1 by 50%		0.0000		0.0000		0.0000		0.0000
3	County/State-Other Than Normal Working Hours			0.0000		0.0000			
4	Multiply Line 3 by 15%		0.0000		0.0000		0.0000		0.0000
5	Federal-Normal Working Hours			0.0000		0.0000			
6	Multiply Line 5 by 5%		0.0000		0.0000		0.0000		0.0000
7	Federal-Other Than Normal Working Hours			0.0000		0.0000			
8	Multiply Line 7 by 5%		0.0000		0.0000		0.0000		0.0000
9	County/State-in Secure Facilities-Normal Working Hours			0.0000		0.0000			
10	Multiply Line 9 by 15%		0.0000		0.0000		0.0000		0.0000
11	County/State-in Secure Facilities-Other Than Normal Working Hours			0.0000		0.0000			
12	Multiply Line 11 by 10%		0.0000		0.0000		0.0000		0.0000
Add Lines 2, 4, 6, 8, 10, & 12. This is the Award Criteria Figure		0.0000		0.0000		0.0000		0.0000	

Fresno County Department of Public Works and Planning
Project: General Building Job Order Contract Class-B
Contract No.: 18-J-01, 18-J-02 & 18-J-03

Bidders

- 1 Durham Construction Company, Inc.
- 2 Haus Construction, Inc.
- 3 Puma Construction & Restoration

ITEM NO.	ITEM DESCRIPTION	Bidder		Bidder		Bidder		Bidder	
1	County/State-Normal Working Hours								
2	Multiply Line 1 by 50%		0.0000		0.0000		0.0000		0.0000
3	County/State-Other Than Normal Working Hours								
4	Multiply Line 3 by 15%		0.0000		0.0000		0.0000		0.0000
5	Federal-Normal Working Hours								
6	Multiply Line 5 by 5%		0.0000		0.0000		0.0000		0.0000
7	Federal-Other Than Normal Working Hours								
8	Multiply Line 7 by 5%		0.0000		0.0000		0.0000		0.0000
9	County/State-in Secure Facilities-Normal Working Hours								
10	Multiply Line 9 by 15%		0.0000		0.0000		0.0000		0.0000
11	County/State-in Secure Facilities-Other Than Normal Working Hours								
12	Multiply Line 11 by 10%		0.0000		0.0000		0.0000		0.0000
Add Lines 2, 4, 6, 8, 10, & 12. This is the Award Criteria Figure		0.0000		0.0000		0.0000		0.0000	

Fresno County Department of Public Works and Planning
Project: General Building Job Order Contract Class-B
Contract No.: 18-J-01, 18-J-02 & 18-J-03

Bidders

- 1 Durham Construction Company, Inc.
- 2 Haus Construction, Inc.
- 3 Puma Construction & Restoration

ITEM NO.	ITEM DESCRIPTION	Bidder	
1	County/State-Normal Working Hours		
2	Multiply Line 1 by 50%		0.0000
3	County/State-Other Than Normal Working Hours		
4	Multiply Line 3 by 15%		0.0000
5	Federal-Normal Working Hours		
6	Multiply Line 5 by 5%		0.0000
7	Federal-Other Than Normal Working Hours		
8	Multiply Line 7 by 5%		0.0000
9	County/State-in Secure Facilities-Normal Working Hours		
10	Multiply Line 9 by 15%		0.0000
11	County/State-in Secure Facilities-Other Than Normal Working Hours		
12	Multiply Line 11 by 10%		0.0000
Add Lines 2, 4, 6, 8, 10, & 12. This is the Award Criteria Figure			0.0000



BETTFO-01

JLOPER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/20/2018

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

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

PRODUCER Lodi-Alliant Insurance Services, Inc. 641 South Ham Ln Ste. B Lodi, CA 95242	CONTACT NAME: Kristen Solari
	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS: ksolari@alliant.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Gemini Insurance Company 10833
	INSURER B : Ohio Security Insurance Company 24082
	INSURER C : Cypress Insurance Company 10855
	INSURER D :
	INSURER E :
	INSURER F :

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owner's & Contractor GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		VCGP023654	04/01/2018	04/01/2019	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 - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAS57009979	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	BEWC915104	04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: JOC #18-J-02.

County of Fresno, its officers, agents, and employees, individually and collectively are additional insureds as respects general liability per attached endorsement. Coverage is primary and non-contributory.

CERTIFICATE HOLDER

County of Fresno
2220 Tulare St., 7th Floor
Fresno, CA 93721

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Policy Number: VCGP023654
Insured Name: Haus Construction, Inc
Number:

CG 2010 10 01

Effective Date: 04/01/2018

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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person Or Organization:

For Non-Residential and Non-Mixed use projects only. Any person or organization when you and such person or organization have agreed in writing in a contract, prior to an occurrence that causes "bodily injury", "property damage" or "personal and advertising injury", that such person or organization be added as an additional insured on your policy For Non-Residential and Non-Mixed use projects only. All locations for which you and the additional insured have agreed in writing in a contract prior to an occurrence that causes "bodily injury", "property damage" or "personal and advertising injury".

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

A. Section II ☐ Who is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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 site 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.

Policy Number: VCGP023654
Insured Name: Haus Constuction, Inc.
Number:

CG 20 37 10 01

Effective Date: 04/01/2018

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 Person or Organization:

For Non-Residential and Non-Mixed use projects only. Any person or organization when you and such person or organization have agreed in writing in a contract, prior to an occurrence that causes "bodily injury", "property damage" or "personal and advertising injury", that such person or organization be added as an additional insured on your policy.

Location And Description of Completed Operations:

For Non-Residential and Non-Mixed use projects only. All locations and completed operations for which you and the additional insured have agreed in writing in a contract prior to an occurrence that causes "bodily injury", "property damage" or "personal and advertising injury".

Additional Premium:

Included

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

Section II ☐ Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard ☐

Policy: VCGP023654
Insured Name: Haus Construction, Inc.
Number:

CG 20 01 04 13

Effective Date: 04/01/2018

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

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.



County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING
STEVEN E. WHITE, DIRECTOR

August 29, 2018

Mr. Marc Kerkochian, President
Haus Construction, Inc.
1479 W. Barstow Ave.
Fresno, CA 93711

Subject: NOTICE OF APPROVAL, General Building Job Order Contract,
Contract No. 18-J-02

The contract between your firm and the County of Fresno for the referenced project became operative on August 7, 2018. Two copies of the executed contract are enclosed.

A "Notice to Proceed" authorizing commencement of the work will be issued by the Construction Engineer.

DIR Project ID 254748 is assigned to Contract No. 18-J-02.

The attached copy of Section 41 of the Charter of the County of Fresno is for your reference and compliance. If you have any questions contact Mitch Araki at maraki@co.fresno.ca.us or (559) 600-4501.

Sincerely,

Mohammad Alimi, Ph.D., P.E.
Design Division Engineer

Erin Haagenson
Senior Staff Analyst

Enclosures

cc: Board of Supervisors, Auditor - Controller, Financial Services, Construction Management,
Design Division – Design Services

ATTACHMENT TO NOTICE OF APPROVAL

(Portion of the Charter of the County of Fresno)

SECTION 41. No officer or employee shall be interested directly or indirectly in any contract or transaction with the County or become a surety upon any bond given to the County.

No officer or employee shall receive any commission, money, or thing of value, or derive any profit, benefit or advantage, directly or indirectly, from or by reason of any dealings with, or service for the County, by himself or otherwise, except his lawful compensation as such officer or employee.

As to members of appointive boards and commissions only, the following standards shall apply. No appointive board or commission member shall be financially interested in any contract made by any body or board of which he is a member. The meaning of the terms "financial interest" and "made" shall be consistent with state law. Nothing contained herein shall be construed to apply to a member of a board or commission which is purely advisory.

Any violation of the provisions of this section shall render the contract or transaction involved voidable at the option of the Board of Supervisors. It shall be the duty of every officer and employee who has knowledge of any violation of the provisions of this section immediately to report such violation to the Board of Supervisors. Failing to do so, he may be removed from his office or employment.
(Amended June 3, 1980.)



AmTrust Surety
An AmTrust Financial Company

AmTrust Surety
17771 Cowan, Suite 100 • Irvine, California 92614 • (949) 263-3300
www.AmTrustSurety.com

PERFORMANCE BOND – PUBLIC WORK

Bond No. 652930-P

\$ 18,500.00 premium is for contract term
and is subject to adjustment based on final
Contract Price.

KNOW ALL MEN BY THESE PRESENTS: That we, HAUS CONSTRUCTION, INC.

As Principal, and DEVELOPERS SURETY AND INDEMNITY COMPANY, a corporation duly authorized under the laws of the
State of California 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

ONE MILLION FIVE HUNDRED THOUSAND AND NO/100

Dollars, (\$ **1,500,000.00**), 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 7, 2018, with the Oblige to do and perform the following work, to-wit:
YEAR

Job Order Contract No. 18-J-02

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 named herein.

Sealed with our seals and dated this 20th day of August, 2018.
YEAR

HAUS CONSTRUCTION, INC.
Principal

By [Signature]

DEVELOPERS SURETY AND INDEMNITY COMPANY
Surety

By [Signature]
Karen Amin, Attorney-in-Fact

ACKNOWLEDGMENT

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

State of California

County of San Joaquin)

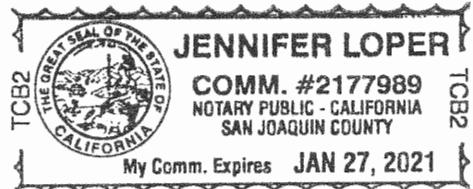
On August 20, 2018 before me, Jennifer Loper, Notary Public
(insert name and title of the officer)

personally appeared Karen Amin
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 Jennifer Loper (Seal)





AmTrust Surety
An AmTrust Financial Company

AmTrust Surety
17771 Cowan, Suite 100 • Irvine, California 92614 • (949) 263-3300
www.AmTrustSurety.com

PAYMENT BOND – PUBLIC WORK

Bond No. 652930-P

Premium included in Performance bond

KNOW ALL MEN BY THESE PRESENTS, That

HAUS CONSTRUCTION, INC.

, as Principal,
and Developers Surety and Indemnity 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

ONE MILLION FIVE HUNDRED THOUSAND AND NO/100

Dollars (\$ **1,500,000.00**) 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 7, 2018, with the obligee to do the following work, to wit:
YEAR

Job Order Contract No. 18-J-02

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 9100 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code, with respect to work on 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 9100 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 9550-9566 inclusive, and all amendments thereto.

Signed and Sealed this 20th day of August, 2018
YEAR

HAUS CONSTRUCTION, INC.

Principal

DEVELOPERS SURETY AND INDEMNITY COMPANY

Surety

By 

By 

Karen Amin,

Attorney-in-Fact

ACKNOWLEDGMENT

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

State of California
County of San Joaquin

On August 20, 2018 before me, Jennifer Loper, Notary Public
(insert name and title of the officer)

personally appeared Karen Amin,
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.

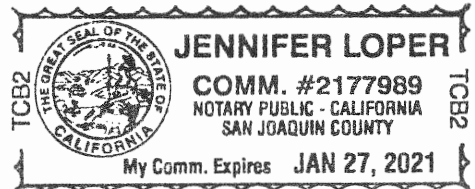
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Jennifer Loper

(Seal)



**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

*** Jennifer Loper, Daniel M. Connolly, David Schnapp, Karen Amin, jointly or severally***

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



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 February 6, 2017 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

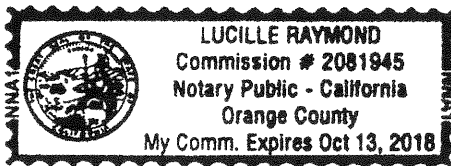
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

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 *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 20th day of August, 2018.

By: *Cassie J. Bernisford*
Cassie J. Bernisford, Assistant Secretary



ACKNOWLEDGMENT

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

State of California

County of Fresno)

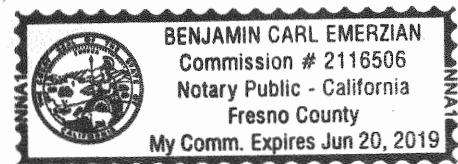
On 08-20-18 before me, Ben Emerzian
(insert name and title of the officer)

personally appeared Marc Kerkochian,
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 Ben Emerzian (Seal)



ACKNOWLEDGMENT

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

State of California

County of Fresno

On 08-20-18 before me, Ben Emerzian
(insert name and title of the officer)

personally appeared Marc Kerkochian,
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 Ben Emerzian (Seal)



SURETY VERIFICATION

(Complete and return with Performance and Payment Bonds)

PROJECT Job Order Contract No. 18-J-02

Contract No. n/a

Contractor HAUS CONSTRUCTION, INC.

Contact Person Julie Nickels

Phone No. (925) 292-0845

SURETY COMPANY (Exact Name Style, Home Office Address)

DEVELOPERS SURETY AND INDEMNITY COMPANY

17771 Cowan Ave., Ste. 100

Irvine, CA 92614

AGENT / BROKER

Attorney-in-fact Karen Amin

Phone No. (209) 210-6966

Firm ALLIANT INSURANCE SERVICES, INC.

Mail Address 641 S. Ham Ln., Ste. B

City, State, ZIP Lodi, CA 95242

CA Dept of Insurance License No. OC36861 Expires 09 / 30 / 2018
(or attach copy of License)

Owner's use only

Received 8 / 27 / 2018 By MWA

Surety admitted 8 / 30 / 1999

Surety Best's Class XV Rating A

Comments