AGREEMENT

THIS AGREEMENT FOR JOB ORDER CONTRACTING ("Agreement") is made and entered into this 27th day of April, 2021 ("Effective Date"), by and between the County of Fresno, a political subdivision of the State of California ("COUNTY"), and Better Enterprises, Inc., a California Corporation, whose address is 1148 N Cypress Ave, Fresno, CA 93727 ("CONTRACTOR"). COUNTY and CONTRACTOR may be referred to as a "Party" or collectively as "Parties" in this Agreement.

WITNESSETH

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

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

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

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

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

SECTION 1. OBLIGATIONS OF THE COUNTY

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

B. The obligations of all Parties shall be as set forth in this Agreement, and detailed in accordance with COUNTY's Request For Quotations No. 21-023 and all addendums thereof

(collectively, the "RFQ"), and CONTRACTOR's Response to the RFQ ("Response"), both of which are attached as Attachments A and B, respectively, are incorporated by this reference, and are made a part of this Agreement.

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

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

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

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

SECTION 2. OBLIGATIONS OF CONTRACTOR

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

B. CONTRACTOR agrees to furnish all labor and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, material-men, subcontractors, artisans, machinists, teamsters, day-men, and laborers required for completing specific Job Orders, as directed by COUNTY.

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

1. Neither the acceptance of the name of a subcontractor, the suggestion of such name, any other act of the COUNTY, nor anything contained in the Agreement shall be construed as creating any contractual relationship between COUNTY and any subcontractor.
2. COUNTY reserves the right to reject any proposed subcontractor, installer, or supplier who cannot show satisfactory evidence of meeting the qualifications required by this Agreement. In the event of such rejection, CONTRACTOR shall, within the time frame listed for submittal of revised Proposals, submit the name and qualifications of a replacement subcontractor, installer, or supplier satisfactory to COUNTY. Such replacement submittal shall be in accordance with this Agreement. No adjustment of a Job Order price proposal shall be made in the event of such replacement.
3. This Agreement is subject to nondiscrimination requirements, including but not limited to compliance by CONTRACTOR and its subcontractors with the provisions of Government Code section 12940.
4. When an individual Job Order utilizes Federal Funds and CONTRACTOR elects to require Disadvantaged Business Enterprise (DBE) participation, CONTRACTOR shall follow the Federal Good Faith Effort requirements for inclusion of DBE Subcontractors and suppliers.

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

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

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

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

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

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

shall be open at all reasonable hours to inspection by the COUNTY, its officers, and agents, and to the representatives of the State of California – Department of Industrial Relations, including but not limited to the Division of Labor Standards Enforcement.

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

SECTION 3. TERM

The term of this Agreement is from June 5, 2021 through June 4, 2022, or when all issued Job Orders totaling the Maximum Agreement Value, as defined in Section 4, herein, have been completed, whichever occurs first. All Job Orders must be issued, but not necessarily completed, within one (1) calendar year of the Effective Date of this Agreement. All Job Orders for which a Notice to Proceed is issued by the COUNTY during the term of this Agreement shall be valid and in effect, notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after the Agreement term has expired. All terms and conditions of the Agreement apply to each Job Order.

SECTION 4. COMPENSATION

COUNTY agrees to pay CONTRACTOR, and CONTRACTOR agrees to receive compensation for each Job Order in accordance with the CONTRACTOR's Adjustment Factors stated on the Bid Schedule set forth in CONTRACTOR'S Response to Request for Quotations No. 21-023, which are as follows:

Normal Working Hours Adjustment Factor	1.0500
Other than Normal Working Hours Adjustment Factor	1.0600
Federal Normal Working Hours Adjustment Factor	1.0500
Federal Other than Normal Working Hours Adjustment Factor	1.0600

CONTRACTOR shall receive the opportunity to perform Job Orders totaling a minimum compensation amount of at least twenty-five thousand dollars ($25,000) during the Agreement term. The total value of compensation paid for all Job Orders ("Maximum Agreement Value") performed by CONTRACTOR shall not exceed two million dollars ($2,000,000). Any increase in the Maximum Agreement Value shall only be by amendment to the Agreement, pursuant to Section 11.

At no time shall the total sum of the outstanding Job Orders exceed the amount of CONTRACTOR'S Payment Bond and Performance Bond. A Job Order is outstanding until the COUNTY has accepted the work described in the Job Order by execution of a written notice of completion. CONTRACTOR shall not be issued Job Orders that in total exceed the Maximum Agreement Value. COUNTY makes no guarantee that CONTRACTOR will receive Job Orders totaling the Maximum Agreement Value. CONTRACTOR shall submit monthly invoices per Job Order, as described in Section 5, below.

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

SECTION 5. INVOICING

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

SECTION 6. INDEPENDENT CONTRACTOR

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

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

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

with Social Security withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

SECTION 7. TERMINATION OF AGREEMENT

This Agreement may be terminated for the following reasons:

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

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

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

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

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

CONTRACTOR for satisfactory services or supplies provided up until the date of termination.

SECTION 8. HOLD HARMLESS AND INDEMNIFICATION

CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request, defend the COUNTY, its officers, agents and employees, from any and all costs and expenses (including attorney's fees and costs), claims, suits, liabilities, losses and damages occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, subcontractors, assigns, or employees under this Agreement. The provisions of this Section 8 shall survive the termination of this Agreement.

SECTION 9. INSURANCE

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

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars ($2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars ($4,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.

A. Automobile Liability

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

B. Worker's Compensation

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

C. Professional Liability

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

D. Property Installation Floater

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

E. All-Risk Insurance

CONTRACTOR shall procure and maintain at CONTRACTOR's sole cost and expense, Builders Risk Course of Construction insurance, including fire and vandalism coverage, covering the entire work (including any COUNTY furnished material and equipment) against loss or damage until completion and acceptance by the COUNTY. Such insurance shall be for each Job Order in an amount up to the value of each Job, and endorsed for broad form property damage, breach of warranty, demolition costs, and debris removal. COUNTY will permit a deductible not exceeding 5%. The policy

must cover CONTRACTOR, CONTRACTOR's subcontractors, COUNTY, its agents, the awarding entity, and any Trustee, under the indenture or trust agreement securing the bonds, certificates of participation, or other evidences of indebtedness issued to finance the work contemplated herein. The value of the policy shall be in U.S. currency.

F. Bonds

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

Additional Requirements Relating to Insurance

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming 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 COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

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

Within thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Facility Services, Attn: Facility Manager, 4590 E. Kings Canyon Road, Fresno, CA 93702, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any

premiums on the policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names 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 COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

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

SECTION 10. SECURITY

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

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

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

Please see the following Attachments:

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

SECTION 11. MODIFICATION

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

SECTION 12. NON - ASSIGNMENT

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

SECTION 13. AUDITS AND INSPECTIONS

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

SECTION 14. NOTICES

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

COUNTY OF FRESNO	**CONTRACTOR**
County of Fresno - ISD Director of Internal Services/ Chief Information Officer 333 W Pontiac Way, Clovis, CA 93612 isdap-ar@fresnocountyca.gov	Better Enterprises, Inc. Marc Kerkochian, President 1148 N Cypress Ave, Fresno, CA 93727 marc@betterenterprisesinc.com

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

SECTION 15. LEGAL AUTHORITY

Each individual executing this Agreement on behalf of CONTRACTOR hereby covenants, warrants, and represents: (i) that he or she is duly authorized to execute or attest and deliver this

Agreement on behalf of such entity, e.g. (without limitation), corporation, limited liability company, limited partnership, partnership or sole proprietorship, in accordance with all applicable formalities and under California law; (ii) that this Agreement is binding on such entity; and (iii) that CONTRACTOR (as applicable) is a duly organized and legally existing corporation, limited liability company, limited partnership, partnership or sole proprietorship in good standing in the State of California.

SECTION 16. GOVERNING LAW

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

SECTION 17. DISCREPANCIES

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

In resolving conflicts resulting from errors or discrepancies pursuant to this Agreement, the order of precedence shall be as follows:

1. Permits from other agencies as may be required by law
2. Permits issued by the COUNTY
3. This Agreement
4. Changes to Job Orders
5. Job Orders
6. Addenda
7. General Conditions
8. Technical Specifications
9. Construction Task Catalog®
10. Reference Specifications
11. Instruction to Bidders

12. Notice Inviting Bids

SECTION 18. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

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

SECTION 19. LIQUIDATED DAMAGES

It is understood and agreed by both parties to this Agreement that if all the work specified or indicated in the Job Order is not completed within the specified time frames set forth in the Job Order, or within such time limits as extended, damages will be sustained by the COUNTY in the event of and by reason of such delay. It is, and will be, impractical and extremely difficult to determine the actual damage which the COUNTY will sustain by reason of the delay. It is therefore agreed that CONTRACTOR will pay, at a minimum, to the COUNTY the sum of money stipulated per day in the Job Order for each day's delay in completing the work beyond the time prescribed.

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

§53069.85). COUNTY shall execute a credit Job Order to assess liquidated damages against CONTRACTOR.

SECTION 20. ELECTRONIC SIGNATURES

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

SECTION 21. ENTIRE AGREEMENT

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

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

BETTER ENTERPRISES, INC.

Marc Kerkochian
Marc Kerkochian (Apr 5, 2021 10:53 PDT)

(Authorized Signature)

Marc Kerkochian, President

1148 N Cypress Ave, Fresno, CA 93727

COUNTY OF FRESNO

Steve Brandau,
Chairman of the Board of Supervisors of the County of Fresno

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

By Lisa Cuyt, Deputy

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

COUNTY OF FRESNO

REQUEST FOR QUOTATION
NUMBER: 21-023

JOB ORDER CONTRACT
VOLUME ONE (1)

Issue Date: February 3, 2021

Closing Date: MARCH 3, 2021 AT 2:00 P.M.

All Questions and Quotations must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact Chanvathei Lonh at Phone (559) 600-7110
or clonh@FresnoCountyCA.gov.

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated in this RFQ. Bid must be signed and dated by an authorized officer or employee.

COMPANY

ADDRESS

CITY STATE ZIP CODE

( ) TELEPHONE NUMBER

( ) FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNATURE

PRINT NAME TITLE

Purchasing Use: CL

ORG/Requisition: 8935 / 1322101141

Quotation No. 21-023

DOCUMENT SUBMITTAL

In submitting a quotation the vendor is agreeing to all of the terms, conditions, requirements, etc. set forth under this RFQ as stated in both Volume One (1) and Volume Two (2).

The vendor shall provide all information requested within Volume One including the completion of all forms etc.

The bidder is instructed to return Volume One with all information, signatures, bid guarantee etc. Volume Two, although applicable to the vendor's bid, should not be submitted.

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
    - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
    - violation of a federal or state antitrust statute;
    - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
    - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (http://www.epls.gov); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

Quotation No. 21-023

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Quotation No. 21-023

CERTIFICATION

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____ Date: _____

_____ _____

(Printed Name & Title) (Name of Agency or Company)

Quotation No. 21-023

SELF-DEALING TRANSACTION DISCLOSURE (FINANCIAL)

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

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

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

INSTRUCTIONS

(1) Enter board member's name, job title (if applicable), and date this disclosure is being made.

(2) Enter the board member's company/agency name and address.

(3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:

a. The name of the agency/company with which the corporation has the transaction; and

b. The nature of the material financial interest in the Corporation's transaction that the board member has.

(4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

(5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Quotation No. 21-023

(1) Company Board Member Information:			
	Date:		

(2) Company/Agency Name and Address:

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):

(5) Authorized Signature			
Signature:		Date:	

PREVAILING WAGES

PREVAILING WAGES: The work to be done on this project will involve the repair, alteration, maintenance, installation, rehabilitation, demolition, construction or reconstruction of public buildings, streets, utilities, and/or other public works. In accordance with Labor Code section 1770, et seq., the Director of the Department of Industrial Relations of the State of California has determined the general prevailing wages rates and employer payments for health and welfare pension, vacation, travel time and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to this public work project.

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

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

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

Contractor and each subcontractor shall keep an accurate record showing the names, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this public work project. In accordance with Labor Code section 1776, each payroll record shall be certified and verified by a written declaration under penalty of perjury stating that the information within the payroll record is true and correct and that the Contractor or subcontractor complied with the requirements of Labor Code sections 1771, 1811 and 1815 for any work performed by its employees on this public work project. These records shall be open at all reasonable hours to inspection by the County, its officers and agents, and to the representatives of the State of California – Department of Industrial Relations, including but not limited to the Division of Labor Standards Enforcement.

APPRENTICES

A. Pursuant to Sections 1770-1780 of the Labor Code of the State of California, the Director of the Department of Industrial Relations has determined the general prevailing rate of wages in the locality for each craft or type of worker needed to execute the work. Said wage rates pursuant to Section 1773.2 of the Labor Code are on file with the Clerk to the Fresno County Board of Supervisors, and will be made available to any interested person on request. A copy of this wage scale may also be obtained at the following Web Site: *www.dir.ca.gov/dlsr*.

B. Pursuant to Section 1775 of the Labor Code of the State of California, nothing in this Article shall prevent the employment of properly registered apprentices upon public works. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which he/she is registered.

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

D. Fresno County is committed to increasing the availability of employment and training opportunities, with particular attention to the plight of those who are most economically disadvantaged. In an effort to advance that purpose, the County will require that, for certain specified projects, as identified by the County in the Request for Proposal submitted by the County for that particular Job Order, the Contractor and each subcontractor employed thereon shall use their best efforts to ensure that thirty-three percent (33%) of apprentice hours, as determined by California Labor Code Section 1777.5 for each contractor and subcontractor of any tier on this Project, are performed by qualified participants in state approved apprenticeship programs who also are current or former “Welfare-to-Work” participants in the CalWORKs program.

   Provided, that this Paragraph D shall not apply to any projects that are federally funded in whole or in part, or to any projects that fall within the definition of “maintenance work” as that term is defined in California Public Contract Code § 22002(d); and each project to which this Paragraph D is applicable shall be identified by the County in the Request for Proposal submitted by the County for that particular Job Order. Provided further, that nothing contained in this Paragraph D shall be interpreted to relieve or in any way diminish the obligation of the Contractor and each subcontractor to comply fully with all applicable apprenticeship laws in accordance with the California Labor Code and the California Code of Regulations; and accordingly such requirements as are contractually imposed by this Paragraph D shall be in addition to such legally mandated requirements, and applicable only to the extent fully consistent therewith.

Quotation No. 21-023

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: _____

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar products/services. If you have held a contract for similar services with the County of Fresno within the past seven (7) years, list the County as one of your customers. Be sure to include all requested information.

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFQ.

Quotation No. 21-023

DIR ACKNOWLEDGEMENT

I acknowledge in accordance with labor Code Sections 1725.5 and 1770-1777.7, that I have registered with the Department of Industrial Relations (DIR) and all Certified Payroll Records will be uploaded to the DIR Website. Any additional requirements that materialize from the SB854 legislation will be complied with. Attached is verification of the DIR registration.

_____
(Authorized Signature in Blue Ink)

_____
Title

_____
DIR Number

CONTRACTOR'S LICENSE:

Bidder to possess appropriate license for the project in accordance with current regulations/statutes.

The bidder shall possess a current State of California contractor's License, Class B or another license class that covers the work to be performed. The proposal must indicate the license held by the bidder, which enables him/her to perform the work.

Number and Class: _____

Date of Issue: _____

Bidder must also submit verification of Contractor's License from the Department of Consumer Affairs – Contractors' State License Board. Failure to submit verification may result in bidder's response being considered non-responsive.

If the license is other than a Class B, the bidder must explain why his/her license(s) is acceptable. The County will review and determine if acceptable.

_____

_____

_____

_____

BIDDERS' REQUIRED DOCUMENTS

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

Complete and submit the following with your bid:

COVER PAGE OF RFQ # 21-023 VOLUME I

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS CERTIFICATION

REFERENCE LIST

DIR REGISTRATION ACKNOWLEDGEMENT

BID SHEET

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

SUBCONTRACTOR LIST

Bidders are not required to submit a list of subcontractors with their bids as the Job Order Contract is an indefinite quantity contract and therefore the work is not defined prior to award. However, if the Contract is awarded, the successful bidder will be required to submit a list of all subcontractors with all Proposals for individual Job Orders.

SIGNATURE PAGE - READ THE NOTICES AND NOTES

Indicate type of bid security provided.

Provide contract license information.

State business name and if business is a:

Corporation - list officers

Partnership - list partners

Joint Venture - list members; if members are corporations or partnerships, list their officers or partners.

Individual - list Owner's name and firm name style

Signature of Bidder - Bid Must Be Signed!

Corporation - by an officer

Partnership - by a partner

Joint Venture - by a member

Individual - by the Owner

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

Business Address - Firm's Street Address

Mailing Address - P.O. Box or Street Address

BID SECURITY (BID GUARANTEE)

Twenty-Five Thousand Dollars ($25,000.00). Bid security arrangements either by hand delivery or mailing to location is to be communicated to Chanvathei Lonh, clonh@fresnocountyca.gov. Bid security shall be hand delivered by appointment only or mailed to: Fresno County Internal Services, Attn: Chanvathei Lonh, 333 W Pontiac Way, Clovis, CA 93612 **by 2 PM on March 3, 2021.** Late bid securities will not be accepted, and bid will be deemed nonresponsive. Bid security shall be made in favor of the County of Fresno. Upon Chanvathei Lonh receipt of bid security, vendor will either be given a hard copy or emailed a copy of the receipt.

Submit with your bid.

Type of Bid Security:

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

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

NON COLLUSION AFFIDAVIT

Must be completed, signed, and returned with bid.

GUARANTY OF WORK

Optional for bidder to complete and return with bid.

OTHER

Bidders must electronically submit bid package in pdf format, no later than the quotation closing date and time as stated on the front of this document, to the Bid Page on Public Purchase. The County will not be responsible for and will not accept late bids due to slow internet connection or incomplete transmissions.

Bids received after the closing time will NOT be considered.

BIDDER: _____

SOLICITATION NO.: **21-023**
PROJECT: Job Order Contract

The bidder, declares that the only persons, or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the Bid Documents therein referred to; and he proposes and agrees if this bid 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, and that he will take in full payment therefore the following Adjustment Factors, to-wit:

This Work is to be performed in accordance with the Bidding Documents including the Bidding Information, Contract forms, General and Supplemental Conditions, and Addenda Numbers

_____ , _____ , and _____

Bid Items:

I. Adjustment Factors. The Contractor bids four Adjustment Factors that will be applied against the Unit Prices set forth in the Construction Task Catalog®. These Adjustment Factors will be used to price out lump sum fixed price Job Orders by multiplying the Adjustment Factor by the Unit Prices and quantities.

II. Base Period (12 months from Notice of contract award or expenditure of the $2,000,000 maximum value of the contract, whichever occurs first)

Item 1- Unit work requirements to be performed during Normal Working Hours for non-federally funded Projects as ordered by the County in individual Job Orders against the contract.

1. _____
Utilize four decimal places

_____
Bid for Normal Working Hours - in words

Item 2- Unit work requirements to be performed during Other Than Normal Working Hours for non-federally funded Projects as ordered by the COUNTY in individual Job Orders against the contract. (*Note*: Item 2 may not be lower than Item 1.)

2. _____
Utilize four decimal places

_____
Bid for Other Than Normal Working Hours - in words

Item 3- Unit work requirements to be performed during Normal Working Hours for federally funded Projects as ordered by the County in individual Job Orders against the contract. (*Note*: Item 3 may not be lower than Item 1.)

3. _____
Utilize four decimal places

_____
Bid for Normal Working Hours - in words

Item 4- Unit work requirements to be performed during Other Than Normal Working Hours for federally funded Projects as ordered by the COUNTY in individual Job Orders against the contract. (*Note*: Item 4 may not be lower than Item 1)

4. _____
Utilize four decimal places

_____
Bid for Other Than Normal Working Hours - in words

Award criteria: The award will be based on Adjustment Factors evaluated as follows: 65% of Normal Working Hours Factor for non-federally funded Projects (Line 1 Below) added to 20% of Other Than Normal Working Hours Factor for non-federally funded Projects (Line 2 Below) added to 10% of Normal Working Hours Factor for federally funded Projects (Line 3 Below) added to 5% of Other Than Normal Working Hours Factor for federally funded Projects (Line 4 Below).

Award Criteria Formula:

	A Adjustment Factor from Above	x	B Adjustment Factor Multiplier for Evaluation	=	C Percentage of Adjustment Factor to be used in Evaluation (carry to 4 decimal places)
1.	_____ Line 1	x	.65	=	_____
2.	_____ Line 2	x	.20	=	_____
3.	_____ Line 3	x	.10	=	_____
4.	_____ Line 4	x	.05	=	_____

5. **Award Criteria Figure:** _____

Notes to Bidder:

1. Specify lines 1 through 5 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).

2. The weighted multipliers above are for the purpose of calculating an 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 Bid.

3. When submitting Job Order Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed.

BIDDER: _____

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

If this bid 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 bid and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this bid shall operate and the same shall be the property of the Owner.

PROJECT: Job Order Contract

SOLICITATION NO.: 21-023

Accompanying this bid is security (check one only) in amount equal to Twenty-Five Thousand Dollars ($25,000.000):

Bid Bond (_____); Certified Check (_____); Cashier's Check (_____)

The names of all persons interested in the foregoing bid 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:

_____

_____

_____

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

Class _____ License No. _____ Expires _____

(Furnishing Contractor License information as part of this bid is optional and is requested to facilitate verification of licensure)

_____ _____
Signature of Bidder Dated

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

Business Address: _____ Zip Code: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone No.: (_____) _____ Fax No.: (_____) _____

PROJECT: Job Order Contract

SOLICITATION NO.: 21-023

Purchasing Department, County of Fresno:

NONCOLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID *

_____
(Printed or Typed Name)
being first duly sworn, deposes and says that he or she is

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

of _____
(Bidding Entity)

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

_____ _____
(Signature) (Dated)

(Title 23 United States Code Section 112)

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

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

PROJECT: Job Order Contract

SOLICITATION NO.: 21-023

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS.

The _____ *or* proposed subcontractor, _____ , hereby certifies that he/she **has/has not* participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he *<has *or* has not> filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

_____
(Company)

By: _____

_____
(Title)

Date: _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

- *Circle one of the options provided.

PROJECT: Job Order Contract

SOLICITATION NO.: 21-023

NOTE: The bidder shall check Box A or Box B. If the bidder does not check a box it will be deemed that he has checked Box A.

The bidder certifies that:

A. (___) I do not intend to subcontract any work on this project.

B. (___) I do intend to subcontract portions of the work on this project.

In accordance with the provisions of Section, "Participation by Minority Business Enterprises in Subcontracting," in the Special Provisions, I have taken affirmative action to seek out and consider minority business enterprises for the portions of the work which are intended to be subcontracted and that such affirmative actions are fully documented in my records and are available upon request. In addition, I will take such affirmative action on any future subcontracting for the life of this contract.

The above certification is required by Executive Order 11625.

_____
(Bidder)

By: _____

Date: _____

_____
(Title)

PROJECT: Job Order Contract

SOLICITATION NO.: 21-023

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

DEBARMENT AND SUSPENSION CERTIFICATION

The _____ under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

(____) No Exceptions

_____

_____

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action:

_____

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Bid. Signing the Bid on the signature portion thereof shall also constitute signature of this Certification.

By my signature on this bid, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

_____
(Bidder)

By: _____

Date: _____

_____
(Title)

Quotation No. 21-023

PROJECT: Job Order Contract

SOLICITATION NO.: 21-023

(This guaranty shall be executed by the successful bidder in accordance with instructions in the Special Provisions. The bidder may execute the guaranty on this page at the time of submitting his bid.)

G U A R A N T Y

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 the plans and specifications, due to any of the above causes, all within twelve (12) months after Notice of Completion has been filed on a specific Job Order on which 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, including attorneys' fees, reasonably incurred by reason of the said failure or refusal.

_____

_____

_____

Date: _____ Contractor

Attachment A

COUNTY OF FRESNO

REQUEST FOR QUOTATION

NUMBER: 21-023

JOB ORDER CONTRACT
VOLUME TWO (2)

February 3, 2021

ORG/Requisition: 8935/ 1322101141	PURCHASING USE

IMPORTANT: **All Questions and Quotations must be electronically submitted on the Bid Page on Public Purchase.**

For assistance, contact Chanvathei Lonh at Phone (559) 600-7110 or email at clonh@FresnoCountyCA.gov.

CLOSING DATE OF BID WILL BE AT 2:00 P.M., ON MARCH 3, 2021

All quotation information will be available for review after contract award.

Clarifications of specifications are to be directed to: Chanvathei Lonh, e-mail clonh@fresnocountyca.gov, phone (559) 600-7110.

DO NOT RETURN THIS VOLUME WITH VOLUME ONE (1)

NOTICE TO CONTRACTORS

All Quotations must be electronically submitted on the Bid Page on Public Purchase by:
March 3, 2021 at 2:00 P.M.

Promptly following the closing of the bidding all timely submitted bids will be publicly opened and read aloud via Zoom Meeting at the following link:

https://zoom.us/meeting/register/tJMrc-uoqzsqE9CAMIS7FasYIXd6GLtcSDIA

for construction in accordance with the specifications therefore, to which special reference is made as follows:

DESCRIPTION OF WORK: This Notice to Contractors is for a Job Order Contract, a competitively bid, firm, fixed priced, indefinite quantity contract. The scope of work includes a collection of detailed repair and construction tasks and specifications that have pre-established Unit Prices listed in a Construction Task Catalog® (CTC) that was developed for the County of Fresno,and are for the direct cost of construction. The CTC is based on current prices in Fresno for experienced prevailing wage labor, high quality materials and equipment. The CTC pricing also incorporates local activity, climate and geographic factors. All work under this Contract will be performed for the County of Fresno at different locations throughout the County. The work will involve the repair, alteration, modernization, maintenance, rehabilitation, reconstruction, or construction of public buildings, streets, utilities, and other public works. Under this Contract, the Contractor furnishes all management, documentation and incidental drawings (as required), labor, materials and equipment needed to perform the work.

The County intends to award up to four contracts to the Lowest, Most Responsive and Responsible Bidder(s). One bid (Volume One) per contractor shall be submitted.

PROCEDURE FOR ORDERING WORK: If awarded, each Job Order Contract guarantees the Contractor the opportunity to perform a minimum value of total work worth $25,000 up to a maximum potential value of total work worth $2,000,000. The term of each Contract is 12 months or the expenditure of the $2,000,000 maximum value of the Contract, whichever occurs first. The Maximum Contract Value may be increased by up to the sum authorized by Public Contract Code Section 20128.5 (currently approximately $5,098,418). Any increase in the Maximum Contract Value will be by bi-lateral agreement. After contract award, as the need for specific work arises, the County will issue the Contractor a Job Order specific Request for Proposal. The Contractor shall then submit a Job Order Proposal for a Detailed Scope of Work to the County. Upon receipt of the Contractor's Job Order Proposal, the County will evaluate the Job Order Proposal against the Contract and the County's estimate of costs for the Detailed Scope of Work. If the Contractor's Job Order Proposal is deemed acceptable, the Project Manager may issue a Job Order at the agreed upon Job Order Price. The Job Order Price is calculated by selecting applicable pre-priced construction tasks from the CTC Construction Task Catalog® and multiplying the Unit Prices for those tasks by the appropriate quantities and Adjustment Factors. The sum of all selected pre-priced tasks will establish a lump sum firm fixed price for the Job Order. The Job Order Contract also includes a provision for work tasks not included in the Construction Task Catalog® at the time of the Contract award. These tasks are referred to as "Non Pre-priced Tasks". Non Pre-priced (NPP) Tasks may require the establishment of specifications and drawings and may subsequently be incorporated into the Construction Task Catalog®.

The County selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary eGordian® and JOC Software, JOC Applications, construction cost data, and Construction Task Catalog®, which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the County. The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement, and pay a 1% JOC System License Fee to obtain access to the Gordian JOC Solution™. The License Fee is to be included in the Contractor's Adjustment Factors.

Inquiries regarding this contract should be directed to Chanvathei Lonh of the Purchasing Division. Inquiries are to be submitted in writing to clonh@fresnocountyca.gov, or to the Public Purchase website. Oral explanations or interpretations of Bid Documents are not binding. Any explanation, interpretation or clarification of Bid Documents will be in the form of a written addendum to the Bid Documents issued to the holders of record of such documents.

Bids shall be submitted on the Bid Page on the Public Purchase website. The determination for award shall be based on up to four (4) lowest, most responsive, responsible bidders.

A mandatory pre-bid webinar meeting will take place on Wednesday, February 17, 2021 at 10:00 A.M. via Zoom. All Bidders must be in attendance at the Pre-Bid Webinar Meeting in order to continue the bidding process. The Pre-Bid Webinar Meeting will be conducted one time only. Attendance will be taken at the webinar meeting, in the beginning and the end of the meeting. Attendance during entire webinar is required. Prospective bidders for this project MUST attend this pre-bid meeting. Bids will not be accepted from those that have not attended.

Please RSVP your attendance by sending an email to clonh@FresnoCountyCA.gov by close of business day by 4:30 PM Tuesday, February 16, 2021. Upon sending your RSVP you will receive a Zoom link invitation.

The purpose of the Pre-Bid Webinar Meeting is to go over key dates and requirements for the solicitation, discuss the Job Order Contract (JOC) concept and discuss JOC from a Contractor's perspective.

The County strongly encourages a responsible managing officer from the Contractor's office to attend this webinar meeting.

Bidding Documents applying to this contract, including the Construction Task Catalog® and the Technical Specifications, may be obtained online at the Public Purchase website. There is no charge for the Documents. The Bid Documents will consist of two volumes and a compact disk, now made available for download on Public Purchase Bid Page . The first volume contains the actual bid forms that must be completed and returned. Volume Two will consist of the Notice to Contractors, Instructions to Bidders, General Conditions, Hostage Policy, and sample agreement. The compact disk contains the Construction Task Catalog® and the Technical Specifications. The compact disk, now a downloadable pdf is in Adobe Acrobat format and contains that program if the bidder requires it.

Bid security in the amount of twenty five thousand dollars ($25,000), and in the form of a bid bond issued by an admitted surety insurer licensed by the California Department of Insurance, cash, cashier's check or certified check shall be hand delivered by appointment or mailed to: –Fresno County Internal Services, Attn: Chanvathei Lonh , 333 W Pontiac Way, Clovis, CA 93612 by 2 PM on March 3, 2021. Bid security arrangements either by hand delivery or mailing to location is to be communicated to Chanvathei Lonh, clonh@fresnocountyca.gov. Late bid securities will not be accepted, and bid will then be deemed non-responsive. Bid security shall be made in favor of the County of Fresno. Upon Chanvathei Lonh receipt of bid security, vendor will either be given a hard copy or emailed a copy of receipt.

No contract will be awarded to a contractor who has not been licensed in accordance with the provisions of the Contractors State License Law, California Business and Professions Code, Division 5, Chapter 9, as amended, or whose bid is not on the Bid Form included in the solicitation. **A valid California Contractor's License, Class "B", is required for this project.**

The State of California's Department of Industrial Relations, under law SB 584, requires contractors to register before bidding on state and local public works projects.

Some of the Work to be done under this Job Order Contract may be done utilizing federal funds. If federal funds are to be used the following terms will be enforced: "The County of Fresno hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award."

Some of the Work to be done under this Job Order Contract may be done utilizing Community Development Block Grant (CDBG) funds. If (CDBG) funds are to be used the following terms will be enforced: "The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, Community Development Block Grant Program, and subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701U."

"Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended and as specified in the project specifications."

The County has, when it determines the necessity, established the following goal for Disadvantaged Business Enterprise (DBE) participation for projects using federal funds:

Disadvantaged Business Enterprise (DBE): 14.9 percent. This goal applies to only Federally Funded projects.

In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.8, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done. Said wage determinations are on file with the Clerk of the Board of Supervisors and are incorporated herein by reference. Said wages are available only at the Department of Public Works, Design Division, Design Services Section.

For Federally funded projects, the minimum wage rates, as predetermined by the Federal Secretary of Labor, are available at request. If there is a difference between the minimum wage rates predetermined by the Federal Secretary of Labor and the Prevailing Wage Rates predetermined by the Director of the Department of Industrial Relations of the State of California for similar classifications of labor, the contractor and his subcontractors shall pay not less than the higher wage rate.

The County hereby specifies that portions of the work may only be performed outside the regular working hours as defined in the applicable collective bargaining agreement filed with the Director of Industrial Relations in accordance with Labor Code Section 1773.1, and that the overtime requirements for Saturdays, and holidays are hereby waived for these portions of the work, as more particularly described in the Bid Documents. However, this exemption shall not negate the overtime provisions specified in Labor Code Section 1815.

BID PRICE SUBMITTAL: Each bidder must submit four price Adjustment Factors, which shall apply to all the work tasks listed in the CTC. The first Adjustment Factor will be applied to that work during Normal Working Hours for non-federally funded projects. The second Adjustment Factor will be applied to that work during Other than Normal Working Hours for non-federally funded projects. The third Adjustment Factor will be applied to that work during Normal Working Hours for federally funded projects. The fourth Adjustment Factor will be applied to that work during Other than Normal Working Hours for federally funded projects. The Adjustment Factors must be specified to the fourth decimal place and shall be "net", (e.g., 1.0000) or an adjustment "decrease from" (e.g., .9500) or "increase to" (e.g., 1.2000) the Unit Prices listed in the CTC. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected. The Other Than Normal Working Hours Adjustment Factors shall be greater than or equal to the corresponding Normal Working Hours Adjustment Factors.

The bids will be evaluated by adding 65% of the first Adjustment Factor to 20% of the second Adjustment Factor added to 10% of the third Adjustment Factor added to 5% of the fourth Adjustment Factor. The amount of work to be done during Other than Normal Working Hours may vary considerably.

SUBCONTRACT LIMITATIONS: In accordance with California Public Contract Code section 4104, the Contractor shall list in each Job Order Proposal, on forms provided by the Owner, the name, business location, and value of work of each subcontractor who will perform work or labor or render service, or any subcontractor licensed by the State of California who, under subcontract to the contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one half of 1 percent of the proposed price for each Job Order.

BIDDER'S GUARANTEE: The bidders shall guarantee the bids for a period of 180 calendar days from the date of the bid opening. The Owner reserves the right to waive minor irregularities and to reject any and all bids.

The successful bidder shall furnish a faithful performance bond in the amount of 100 percent of the Maximum Contract Value and a payment bond in the amount of 100 percent of the Maximum Contract Value. Each bond specified in this Notice (bid bond, faithful performance bond and payment bond) shall meet the requirements of all applicable statues, including but not limited to those specified in Public Contract Code section 20129 and Civil Code section 3248.

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

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

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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 on the Public Purchase Bid Page by **10:00 am, February 19, 2021** in order to allow sufficient time for a reply before the submission of their bids.

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 Purchasing. A copy of the addendum will be furnished to each plan holder via the Public Purchase Bid Page and its receipt shall be acknowledged on the Bid form.

1.02 EXAMINATION OF BID DOCUMENTS, SPECIAL PROVISIONS AND SITE OF WORK

The bidder is required to examine carefully the proposal, Bid Documents, Construction Task Catalog®, Technical Specifications, special provisions and contract forms for submitting a Bid. It is mutually agreed that the submission of a Bid shall be considered prima facie evidence that the bidder has made such examination and is satisfied with the conditions to be encountered in performing the work and as to the requirements of the Bid Documents.

1.03 BID GUARANTEE

The bidder shall furnish a proposal guarantee consisting of a bid bond, cash, certified check, or cashier's check for twenty-five thousand dollars ($25,000).

In case security is in the form of a certified check or cashier's check, the 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 BIDS

The bidder shall prepare his Bid on the blank Bid form furnished by the County. The bidder shall specify four Adjustment Factors to the Unit Prices in the Construction Task Catalog® in both words and figures.

All words and figures shall be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid. In case of a discrepancy between the Adjustment Factors written in words and those written in figures, the written words shall govern.

Alternate or conditional bids will not be accepted.

The bids shall be signed by the individual, by two or more partners of the partnership, or by two or more of the officers of the corporation submitting it. If the bid is made by an individual, his name and post office address must be shown. If made by a partnership, the name of each member of the partnership must be shown. If made by a corporation, the bid must show the name of the state under which the corporation was chartered and the name of the president, vice president, secretary and treasurer.

The required bid guaranty must accompany the bid.

1.05 SUBCONTRACTORS

The Contractor is not to name Subcontractors at time of bid. In accordance with California Public Contract Code section 4104, the Contractor shall list in each Job Order Proposal, on forms provided by the Owner, the name, business location, and value of work of each subcontractor who will perform work or labor or render service, or any subcontractor licensed by the State of California who, under subcontract to the contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Contract Documents, in an amount in excess of one half of 1 percent of the proposed price for each Job Order.

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.

The attention of bidders is also directed to Section 1-1.16, Post-Bid/Pre-Award Information, of these Instructions to Bidders.

1.06 DEPARTMENT OF INDUSTRIAL RELATIONS REGISTERATION REQUIRMENT

SB 854: California law (SB854) now requires public works contractors subject to prevailing wage requirements to register annually with the Department of Industrial Relations (DIR) and pay an annual fee. The County of Fresno will not accept public works bids from contractors and subcontractors who have not registered with the DIR and have not met this requirement. Please refer to http://www.dir.ca.gov/Public-Works/PublicWorksSB854.html for more information.

This requirement, found in Labor Code Sections 1725.5 and 1770-1777.7, now applies to all public works projects.

Contractor must submit verification of DIR registration with their quotation. Failure to submit verification may result in their proposal being considered non-responsive.

1.07 SUBMISSION OF BID

Each bid shall be submitted on the Public Purchase website.

Bidders must electronically submit bid package in pdf format, no later than the quotation closing date and time as stated on the front of this document, to the Bid Page on Public Purchase. The County will not be responsible for and will not accept late bids due to slow internet connection or incomplete transmissions.

Bids received after the closing time will NOT be considered.

Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify Chanvathei Lonh at clonh@fresnocountyca.gov in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received on the Public Purchase Bid Page by 10:00am, February 19, 2021. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.

ISSUING AGENT/AUTHORIZED CONTACT: This RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the bidder's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

All communication regarding this RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the bidder having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the bidder's bid.

The above stated restriction on bidder contact with County representatives shall apply until the County has awarded a purchase order or contract to a bidder or bidders, except as follows. First, in the event that a bidder initiates a formal protest against the RFQ, such bidder may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any bidder may address the Board.

Bidders are to bid what is specified or requested first. Public Contract Code Section 7028.15

Where the State of California requires a Contractor's license, it is a misdemeanor for any person to submit a bid unless specifically exempted.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:

fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

violation of a federal or state antitrust statute;

embezzlement, theft, forgery, bribery, falsification, or destruction of records; or

false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

1.08 IRREGULAR BIDS

Bids shall be considered irregular and may be rejected for the following reasons:

a. If the Bid forms furnished by the Owner are not used or are altered.

b. If there are unauthorized additions, conditional or alternate Bids or irregularities of any kind which tend to make the Bid incomplete or indefinite.

c. If the bidder adds any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

d. If the bid fails to contain an Adjustment Factor for each item.

1.09 DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for disqualification of a bidder and rejection of his bid or bids:

a. More than one bid 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 Pre-Award Survey.

d. For 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. Omission of bid guaranty.

i. Failure to submit verification of DIR registration with their quotation

1.10 WITHDRAWAL OR REVISION OF BIDS

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

1.11 PUBLIC OPENING OF BIDS

Bids will be opened and read publicly on **March 3, 2021 at 2:00 PM** via **Zoom** at the following link:

https://zoom.us/meeting/register/tJMrc-uoqzsqE9CAMIS7FasYIXd6GLtcSDIA

Bidders or their authorized agents are invited to be present.

1.12 RELIEF OF BIDDER

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

1.13 AWARD OF CONTRACT(S)

The County intends to award up to four contracts to the Lowest, Most Responsive, Responsible Bidder(s). One bid (Volume One) shall be submitted per bidder.

If the Owner finds that it will be unable to award the contract(s) within 60 calendar days after the opening of bids, the Director may request any or all bidders to extend all terms of their bid(s) to a specified date. Additional such extensions may possibly be requested. If a bidder does not elect to extend the terms of his or her bid beyond the 60 calendar days following opening of bids, or does not respond within 10 days to a request for an extension, that bidder's bid will be deemed as having expired 60 calendar days following opening of the bids, and that bidder's bid will not be considered for award of the contract.

The successful bidders will be notified that his bid has been accepted and that he has been awarded the contract by the posting of a tentative Award Notice on the Public Purchase bid page.

Award Notices are tentative. Acceptance of an offer made in response to this RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

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

Upon award of bid, the bidder shall submit to County Facilities Business Office a completed IRS Form W-9 - Request for Taxpayer Identification Number and Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved Contractor.

After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

1.14 APPEALS

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFQ. Appeals should be submitted to County of Fresno Purchasing Manager Gary Cornuelle, 333 W. Pontiac Way, Clovis, CA 93612. Appeals should address only areas regarding RFQ contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) business days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

1.15 CANCELLATION OF AWARD

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

1.16 CONTRACT BONDS

The bidders to whom award is made shall enter into an agreement based on their proposal submitted in response to this RFQ. The bidder shall sign such agreement within seven (7) calendar days of County requesting such signature. The agreement will be submitted to the Fresno County Board of Supervisors following signature by the awarded bidder. Failure of the awarded bidder to accept and sign the Agreement within seven (7) calendar days of request shall result in the bidder's forfeiture of the twenty-five thousand dollar ($25,000.00) bid guarantee that is required under this RFQ.

The successful bidders shall furnish a faithful performance bond in the amount of 100 percent of the Maximum Contract Amount and a payment bond in the amount of 100 percent of the Maximum Contract Amount. Bonds are due within 10 days after the award of the contract.

Each bond specified in this Notice (bid bond, faithful performance bond and payment bond) shall meet the requirements of all applicable statues, including but not limited to those specified in Public Contract Code section 20129 and Civil Code section 3248; said bonds shall be submitted in triplicate.

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

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

1.17 POST-BID / PRE-AWARD INFORMATION

The apparent low bids will be determined on the basis of the Award Criteria Figure. The apparent low bidders will be notified via the Public Purchase Bid Page in a Tentative Award Notice after bid opening day. Upon receipt of notification, the apparent low bidders must complete the Pre-Award forms found in these Bidding Documents. The Bidders shall complete and return these forms to the Owner within 5 days of receiving notification.

The County may request that bidders other than the apparent low bidders submit similar information, for the purpose of evaluating bids.

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

1.18. PARTICIPATION:

Bidder may not agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

1.19 PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 333 W. Pontiac Way, Clovis, CA 93612. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1*	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

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GENERAL CONDITIONS

1.01 IDENTIFICATION OF CONTRACT

The Contract Documents shall be signed by the Contractor and Owner, but, in case they (other than Agreement) are found to lack such signature, identification by the Director is deemed sufficient and conclusive.

1.02 CORRELATION OF CONTRACT DOCUMENTS

The Contract Documents are complementary and anything called for by one shall be supplied as if called for by all, providing it comes clearly within the scope of the Contract.

1.03 DEFINITIONS

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

a. Owner - The County of Fresno, State of California, as represented by the Fresno County Board of Supervisors and so named in the Agreement.

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

c. Architect or Engineer - The Director of Department of Internal Services and his/her authorized agents as defined in Section 1.03(b), or a duly licensed Architect or Engineer providing consultant services in accordance with an agreement with the Owner.

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

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

f. Adjustment Factor - is the Contractor's competitively bid price adjustment to the Unit Prices published in the Construction Task Catalog®.

g. Bid Documents - Notice to Contractors; the Instructions to Bidders; General Conditions, the Construction Task Catalog®, the Technical Specifications (CTC and Technical Specifications on compact disk); any specifications incorporated by reference; and any Addenda issued by the County.

h. Construction Task Catalog® (CTC) - is a comprehensive listing of specific construction related tasks identified by the Owner together with a specified unit of measurement and Unit Price.

i. Contract Documents - Bid Documents and any amendments, modifications, or revisions to the Bid Documents; all Job Orders issued under the Contract; all amendments, modifications, or revisions to the Contract; the Contractor's bid; surety bonds; certificates of insurance; County notification to the Contractor that Work is needed; County Requests for Proposals; and any design drawings provided by the County with the Job Orders.

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

k. Job Order Contract (JOC) - also referenced herein as "the Contract"; a competitively bid, firm fixed-price, indefinite-quantity contract for accomplishing construction and construction-related services. Work is accomplished through the issuance of individual Job Orders. Each Job Order issued under the Contract will be a firm fixed priced for accomplishing a specific construction task or Project.

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

m. Maximum Contract Value - the maximum potential value of the Contract as defined in the Notice to Contractors.

n. Minimum Contract Value - the minimum value of the Contract as defined in the Notice to Contractors. The Owner has no obligation to give the Contractor the opportunity to perform Job Orders beyond the Minimum Contract Value.

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

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

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

r. Notice to Proceed - written authorization from the County for the Contractor to commence a Job Order.

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

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

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

v. Project - collectively, the improvements to be constructed by the Contractor pursuant to one or more Job Orders.

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

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

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

z. Job Order Completion Time – The time within which the Contractor must complete the Detailed Scope of Work.

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

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

cc. Request for Proposal (RFP) - the County's written request to the Contractor for a Proposal for the Detailed Scope of Work referenced in a specific Job Order.

dd. Detailed Scope of Work - shall mean the complete description of services to be provided by the Contractor under an individual Job Order.

ee. Job Order - the documents that indicate the Work to be accomplished under this Contract. The County will be responsible for the development of the Job Order as well as the inspection and acceptance of the Work contained within the Job Order. The County will review the Contractor's Proposal and if acceptable, shall issue a Job Order for the Work described therein. Each Job Order shall include a Detailed Scope of Work, a lump sum, firm fixed Job Order Price Proposal from the Contractor based upon the Construction Task Catalog® or NPP Task formula in Paragraph 3.04 of the Supplemental General Conditions, whichever is applicable, time for completion of the Work, and any special conditions that might apply to that specific Job Order, such as Liquidated Damages. The County also reserves the right to issue a Job Order to the contractor for a Job Order Price Proposal that is generated by the County that in the opinion of the Owner, best

represents the Detailed Scope of Work (DSOW) for such project.

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

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

hh. Technical Specifications: the written requirements for materials, equipment, systems, standards and workmanship for the work, and performance of related services.

1.04 CONTRACT DOCUMENTS, SPECIFICATIONS AND DRAWINGS

a. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

1 Permits from other agencies as may be required by law

2 Permits issued by the Owner

3 Changes to Job Orders

4 Job Orders

5 Agreement

6 Contractor's Bid (Bid Form)

7 Addenda

8 General Conditions

9 Technical Specifications (Divisions 2 through 19)

10 Construction Task Catalog®

11 Reference Specifications

12 Instruction to Bidders

13 Notice To Contractors

b. Division of Contract Documents - For convenience of reference and to facilitate the letting of independent contracts, the Contract Documents may be separated into certain sections; such separation shall not operate to oblige the Director only or designee to establish the limits of any contract between 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. Discrepancies - Should the Contractor, at any time, discover a mistake in any of the Contract Documents or any discrepancy therein, or any variation between dimensions on the Contract Documents and measurements at site, or any lacking of dimensions or other information, he shall report at once to the Director for correction and shall not proceed with the work affected thereby until such correction has been made.

d. Shop Drawings - Mill drawings, shop drawings, setting diagrams, schedules, maker's specifications and illustrations requisite for the various parts of the work shall be provided and promptly submitted by the Contractor. These shall be submitted in duplicate or as directed, shall be corrected if necessary and resubmitted until review by the Director is complete, after which corrected copies of each shall be filed with him and the necessary additional copies supplied for use in connection with the work. Corrections or comments made on the shop drawings during this review do not relieve the contractor of his/her responsibility to comply with the requirements of the drawings and specifications. This review is only to check for general conformance with the design concept of the project and general compliance with the Contract Documents. The Contractor remains responsible for: confirming and correlating all dimensions and quantities; selecting fabrication processes and techniques of construction; coordinating the work of the trades; and performing the work in a safe and

satisfactory manner

e. Trade Names and Alternatives - The intent of the specifications is to specify high-grade standard equipment, and it is not the intent of these specifications to exclude or omit the products of any responsible manufacturer, if such products are equal in every respect to those mentioned herein. Wherever an article, or any class of materials, is specified by the trade name or by the name of any particular patentee, manufacturer or dealer, it shall be taken as intending to mean and specify the article of material described or any other equal thereto in quality, finish and durability, and equally as serviceable for the purpose for which it is or they are intended.

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

1.05 CONTRACTOR RESPONSIBILITIES

a. Supervision Procedures

1. The Contractor shall give efficient supervision to the work, using therein the skill and diligence for which he is remunerated in the contract Adjustment Factors. He shall carefully inspect the site and study and compare all contract Documents and other instructions, as ignorance of any phase of any of the features or conditions affecting the Contract will not excuse him 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. The Contractor shall identify in writing the name and experience of the Superintendent for Owner review. A Contractor superintendent shall not manage more than four (4) projects that are in construction at any one time.

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.

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 Director in his/her administration of the Contract, or by inspections, tests or approvals required or performed by persons other than the Contractor.

b. Construction Procedures

1. Means and Methods - The Contractor shall be solely responsible for and control of construction means, methods, techniques, sequences and procedures for all the work of this contract. Additionally, he shall be responsible for safety precautions and programs in connection with the work. The Contractor shall be accountable for all acts of omission of his/her employees, subcontractors, or any of their agents and employees or any other persons performing any of the work of this Contract.

2. Progress Schedule - The Contractor, immediately after being awarded a Job Order, shall update the schedule submitted as part of the Proposal and submit for the Owner's information an estimated progress schedule.

3. Laws of City, County and State - The Contractor must comply with all rules, regulations and ordinances of the County in which the work is being done, and all Local, State, and Federal laws pertaining to the work.

4. 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.

5. When the Owner furnishes equipment or materials to the Contractor for use or inclusion in the Work, the Contractor's responsibility for all such equipment and materials shall be the same as for materials furnished by the Contractor.

6. Housekeeping - Contractor shall keep the premises free of excess accumulated debris. Clean up as required and as directed by the Engineer. At completion of work all debris shall be removed from the site.

7. Contractor's Right to Stop Work or Terminate Contract - If through no fault of the Contractor or of anyone employed by him (1) the work is stopped by order of any court or governmental authority, or (2) the Owner fails to issue any certificate for payment within Forty-five days after it is due or (3) the Owner fails to pay the Contractor within Forty-five days after its presentation, any sum certified by the Owner or awarded by arbitrators, then the Contractor may, upon ten days' written notice to the owner, stop work or terminate the contract, and the Owner shall be liable to the Contractor for any loss sustained and reasonable profit.

8. Hazardous Substances - With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7)

9. Recycled Products/Materials – Contractors are encouraged to provide recycled or recyclable products/materials which meet stated specifications per Job Order.

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

Contractor shall submit to County's monitoring of said compliance.

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

Contractor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

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

d. Patent Indemnity - The contractor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this contract.

e. Data Security – Contractor shall employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the County, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of County data including sensitive or personal client information; abuse of County resources; and/or disruption to County operations.

Individuals and/or agencies may not connect to or use County networks/systems via personally owned mobile, wireless or handheld devices unless authorized by County for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (County or Contractor device) or brought in for use into the County's system(s) without prior authorization from County's Chief Information Officer and/or designee(s).

No storage of County's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The County will immediately be notified of any violations, breaches or potential breaches of security related to County's confidential information, data and/or data processing equipment which stores or processes County data, internally or externally.

County shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to County's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by County in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

f. Contractor shall perform as required by the ensuing contract. Contractor also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

1.06 SUB-CONTRACTORS

a. Agreements - Agreements between the Contractor, Sub-Contractors, and Sub-Contractors of lower tier shall be subject to the approval of the Owner, but in no case does such approval relieve the Contractor of any conditions imposed by the Contract Documents. Subcontractors may be added, deleted or substituted only in accordance with the provisions of Public Contract Code Section 4100 et seq.

b. Relation with Sub-Contractor - The Contractor shall bind every Sub-Contractor and every Sub-Contractor agrees to be bound by the terms of the Contract Documents to carry out their provisions insofar as applicable to their work; and the Contractor further agrees to pay to each Sub-Contractor promptly upon issuance of Certificate of Payment, his/her or their due portion.

c. Owner's Relation - Neither the acceptance of the name of Sub-Contractor nor the suggestion of such name nor any other act of the Owner nor anything contained in any Contract Document is to be construed as creating any contractual relation between the Owner and any Sub-Contractor of any tier.

d. A Contractor that conducts or participates in bid shopping or bid peddling after the award of this contract shall not receive any additional Job Orders under this contract, and such conduct shall be grounds for immediate termination of this Contract.

e. The Owner reserves the right to reject any proposed subcontractor, installer, or supplier who cannot show satisfactory evidence of meeting the qualifications required by the Contract Documents. In the event of such rejection, the Contractor shall, within the time frame listed for submittal of revised Proposals, submit the name and qualifications of a replacement subcontractor, installer or supplier satisfactory to the Owner. Such replacement submittal shall be in accordance with all Contract Documents.

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

g. When an individual Job Order utilized Federal Funds and the County elects to require DBE participation, the Contractor shall follow the Federal Good Faith Effort requirements for inclusion of DBE subcontractors and suppliers. (All Job Orders that have federal funding shall follow the reporting requirements listed in the Grantees' funding documentation as directed by the County Project Manager.

1.07 PREROGATIVE OF OWNER

The Owner may perform or employ others to undertake portions of work persistently neglected by the Contractor, provided that, after three days' written notice to the Contractor, work is still undone. In such case, the work shall be done under direction of the Director or designated County Official or designee and the cost deducted from the amount of next payment falling due to the Contractor. 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.

1.08 CONTROL OF THE WORK

The Director after contract is signed, is assumed to be just and unbiased Arbiter between parties thereto and the entire work is under his/her jurisdiction to such end. It is his/her function to interpret the Contract Documents; pass upon merits of materials and workmanship, compute amounts of and issue certificates for all payments to which Contractor may be entitled; decide upon all deductions from and additions to the Job Order Price resulting from alterations after letting of Job Order; determine amount of damages accruing to either Party from any cause; or conferences at any time during the progress of the work and such order shall require the Contractor and any or all Sub-Contractors or other Contractors to attend; and perform any other duties hereinafter stated within his/her province.

It shall be the responsibility of the Director or designee to make written decisions in regard to all claims of the Owner or Contractor and to interpret the Contract Documents on all questions arising in connection with the execution of the Work.

Orders from the Director shall be in writing only, properly signed; no oral orders from Director nor from anyone acting for him shall be considered

binding in case of dispute and no one, other than the Owner, or the Director acting for him, has authority to order changes involving extras or deductions. Superintendents or Inspectors may be assigned by the Owner and/or Engineer to assist them in the conduct of the work and these persons shall be entitled to the same free access to all parts of work, and the degree of authority of such employees to act for the Engineer is as prescribed for the Engineer, such employees acting within the scope of the particular duties entrusted to them.

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

1.09 INSPECTION

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

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

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

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

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

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

Royalty and license fees incidental to the use of any patented material, device 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 free and harmless, and defend, at the Contractor's own expense, any and all suits that may be brought in such connection.

1.11 PAYMENT

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

The Owner will make progress payments to the Contractor upon completion of portions of the work, as covered by the contract, in accordance with established County procedures:

a. Before payment is made, the Contractor shall prepare for the Director's approval a statement covering the actual work completed under the terms of the Job Order. A schedule of values listed by "CSI" or "Category" from the Contractors Job Order Price Proposal may be utilized for said schedule of values.

b. In making such payment there shall be a retention of five (5 %) percent of the payment requested. If, after 50 percent of the work of the Job Order has been completed, the Director finds that satisfactory progress is being made, the Director may reduce the retention to two and one half (2 ½ %) percent of the amount requested. In addition, after 97.5 % percent of the work has been completed, the Director may reduce the amount withheld to such lesser amount as the Director determines to be adequate security for the fulfillment of the balance of the work and other requirements of the contract. In no event will said amount be reduced to less than 125 % percent of the estimated value

of the work yet to be completed, as determined by the Director. Such reduction will only be made upon the written request of the Contractor and shall be approved in writing by the surety upon the Performance Bond and the surety upon the Payment Bond. The signature of persons executing the approval for the surety shall be properly acknowledged and the power of attorney authorizing him to give such consent must accompany the approval document.

1. Substitution of securities for any moneys withheld by the Owner to ensure performance under a contract shall be permitted, provided that substitution of securities provisions shall not apply to contracts in which there will be financing provided by the Farmers Home Administration of the United Stated Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Sec. 1921 et seq.), and where federal regulations or policies, or both, do not allow the substitution of securities.
2. At the request and expense of the Contractor and in compliance with Public Contract Code Section 22300, securities equivalent to the amount withheld pursuant to these specifications shall be deposited by the Contractor with the Owner, or with a state or federally chartered bank as the escrow agent, who shall then pay such withheld amounts to the Contractor upon written authorization of the Owner.
3. Securities eligible for investment under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loans certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and the Owner.
4. Securities to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor.
5. The Contractor shall be beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.
6. The Contractor shall enter into an escrow agreement satisfactory to the Owner, which agreement shall substantially comply with Public Contract Code Section 22300.
7. The Contractor shall obtain the written consent of the surety to such escrow agreement.

c. All material and work covered by progress payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract,

d. Upon completion and acceptance of all work whatsoever required, and the release of all claims against the Owner as specified, the Director shall file a written Notice of Completion, if required by the County, with the County Recorder as to the entire amount of work performed.

e. Forty-five (45) days after the filing of such Notice of Completion, if required by the Owner, the Owner will pay to the Contractor the amount therein stated, except as provided in paragraph 2.11-g, less all prior payment and advances whatsoever to or for the account of the Contractor, and less material and labor claims duly filed with the Owner on account of this contract. All prior estimates and payments including those relating to extra work shall be subject to correction by this final payment which is referred to throughout this Contract as the Final Payment.

f. The acceptance by the Contractor of the final payment shall be and shall operate as a release to the Owner of all claims and of all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work, excepting the Contractor's claims for interest upon final payment, if this payment be improperly delayed. No payments, however, final or otherwise shall operate to release the Contractor or his/her sureties from any obligations under this contract or the Performance and Payment Bonds.

g. Payments may be withheld in the whole or in part if such course be deemed necessary to protect the Owner from loss on account of the failure of the Contractor to (1) meet his/her obligations, (2) expedite the work, (3) correct rejected work, (4) settle damages as herein provided, (5) produce substantial evidence that no claims will be or have been filed, or (6) that unpaid balances may be insufficient to complete the work.

h. The Contractor shall pay:

1. For all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered.

2. For all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used.

3. To each of his/her Sub-Contractors, not later than the tenth day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his/her Sub-Contractors, including that work performed and paid for under a Change to the Job Order as provided in Section 2.12, to the extent of each Sub-Contractor's interest therein.

1.12 CHANGES TO THE JOB ORDER

a. Changes Requested by the Owner -The Owner may, without invalidating the Job Order, order changes, modifications, deletions, and extra work by issuing additional written Job Orders during the progress of the Work. The Contractor shall not be entitled to compensation for any extra work performed unless the Director has issued an additional written Job Order designating (i) the extra work to be performed, (ii) the price of the extra work, and (iii) the time for completion of the extra work. If the Owner orders work added or deleted from the Job Order, the price for the additional Job Order shall be determined using the Procedure for Ordering Work set forth in 3.04 of the General Conditions. Credits for Pre-priced and Non Pre-priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. The results is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Job Order Price Proposal.

b. Changes in the Work Claimed by the Contractor - The Contractor may request a change in the Job Order Price or an extension of time for completion of the Job Order due to changes in the Work that are not within the scope of the Job Order. The request must be in writing and must be submitted to the Owner prior to beginning the extra work. The Contractor shall not be entitled to compensation for any extra work performed unless the Director has issued an additional written Job Order designating (i) the extra work to be performed, (ii) the price of the extra work, and (iii) the time for completion of the extra work. If the Owner agrees that work is added to or deleted from the Job Order, the price for the additional Job Order shall be determined using the Procedure for Ordering Work set forth in Paragraph 3.04 of the General Conditions.

c. Where the Contractor and the Owner disagree on the scope of, price of, and/or time for changes in the Detailed Scope of Work, the Owner may require the Contractor to perform such work under a written protest, pursuant to the Resolution of Contact Claims in 2.16 of these General Conditions. The Contractor's failure to submit a written protest to the Director within 5 days of beginning such work constitutes a waiver of any claim.

1.13 ASSIGNMENT OF MONEYS

The Contractor shall not assign moneys due or to become due him 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.

1.14 GUARANTEE OF WORK

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

If repairs or changes are required in connection with guaranteed work within any guaranteed period, which, in the opinion of the Owner is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the contract, 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 Owner, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the contract; and (3) make good any work or materials, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.

If 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 shall restore such disturbed work to a condition satisfactory to the Director and guarantee such restored work to the same

extent as it was guaranteed under such other contract.

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 expense incurred.

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 year of the life of such special guarantee.

1.15 RESPONSIBILITY FOR DAMAGE

Neither the Owner, the Director of Department of Internal Services, nor any officer or employee of the County or any incorporated city, or officer or employee thereof, within the limits of which the work is being performed, shall be answerable or accountable in any manner, for any loss or damage 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, against all of which injuries or damages to persons and property the Contractor having control over such work must properly guard.

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 completion and final acceptance.

The Contractor agrees to indemnify, save, hold harmless and at the County's request, defend the County, its all officers, agents, and employees from any and all costs and expenses, attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this agreement and from any and all costs and expenses, attorney fees and court costs, damages, liabilities, claims and losses occurring to any person, firm or corporation who may be injured or damaged by the performance or failure to perform, of contractor, its officers, agents, or employees under this agreement.

1.16 RESOLUTION OF CONTRACT CLAIMS

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

Article 1.5 Resolutions of Contract Claims

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

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

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

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

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

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

20104.2 For any claim subject to this article, following requirements apply:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.17 INSURANCE

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

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence and an annual aggregate of Four Million Dollars ($4,000,000). This policy shall be issued on a per occurrence basis. County may require specific coverages including completed operations, products liability, and contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars ($250,000.00) per person, Five Hundred Thousand Dollars ($500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars ($50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars ($500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

If Contractor employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars ($1,000,000.00) per occurrence, Three Million Dollars ($3,000,000.00) annual aggregate.

D. Worker's Compensation

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

E. All-Risk Insurance On The Work

Contractor shall procure and maintain at Contractor's sole cost and expense, Builders Risk Course of Construction insurance, including fire and vandalism coverage, covering the entire work (including any County furnished material and equipment) against loss or damage until completion and acceptance by the County. Such insurance shall be for each Job Order in an amount up to the value of each Job and endorsed for broad form property damage, breach of warranty, demolition costs, and debris removal. Deductible not exceeding 5% of the cost will be permitted. Said policy to cover Contractor, Contractor's subcontractors, the County, its agents, the awarding entity, and any Trustee, under the indenture or trust agreement securing the bonds, certificates of participation, or other evidences of indebtedness issued to finance the work contemplated herein. The value of the policy shall be in U.S. currency.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming 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 County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno - Facility Services, 4590 E. Kings Canyon Road, Fresno, CA 93702 Attn: Facilities Manager 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 County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

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

1.18 BONDS

Bid Deposit (Security): The bidder shall furnish a proposal guarantee consisting of a bid bond, cash, certified check, or cashier's check for twenty five thousand dollars ($25,000).

In the event a bidder or bidders fail to enter into an agreement(s) for the services offered under their bid(s), such bid deposit shall be forfeited to County.

The bid deposit shall be in the form of a cashier's check, irrevocable letter of credit or a bid bond. The bidder's security when in the form of a cashier's check or bond shall be made payable to the County of Fresno.

The bid deposit of the apparent successful bidder(s) shall be retained by County until the agreement(s) have been fully executed by the apparent successful bidder(s) and the County or until County determines that all bids have been rejected.

All other bid deposits (except bonds) will be returned promptly following execution of all agreements or when all bids have been rejected. Bonds will be returned only upon written request from the bidder.

Payment and Performance Bonds will be in place for all Job Orders in an amount equal to the sum of any outstanding Job Orders.

Bonding Company Requirements: Each bond specified in this RFQ (bid bond, faithful performance bond and payment bond) shall meet the requirements of all applicable statutes, including but not limited to those specified in Public Contract Code section 20129 and Civil Code section 3248. Each bond specified in this RFQ shall be issued by a surety company designated as an admitted surety insurer in good standing with and authorized to transact business in this state by the California Department of Insurance, and acceptable to the County of Fresno. Bidders are cautioned that representations made by surety companies will be verified with the California Department of Insurance. Additionally, the County of Fresno, in its discretion, when determining the sufficiency of a proposed surety company, may require the surety company to provide additional information supported by documentation. The County generally requires such information and documentation whenever the proposed surety company has either a Best's Key Rating Guide of less than B+ or a financial size designation of less than VIII. Provided, however, that the County expressly reserves its right to require all information and documentation to which the County is legally entitled from any proposed surety company.

PERFORMANCE BOND: The successful bidders may be required to furnish a faithful performance bond.

BONDS: The successful bidder will be required to furnish a Faithful Performance Bond and a Labor and Materials Bond in an amount equal to one hundred percent (100%) of the Maximum Contract Value.

BONDING COMPANY: The company issuing bonds shall be a corporate surety admitted by the California Insurance Commissioner to do business in the State of California with an A.M Best rating of B++ VIII or better.

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

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

1.19 RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

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

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

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

1.20 PRE-BID CONFERENCE

PRE-BID CONFERENCE: Prospective bidders must attend the Mandatory virtual pre-bid conference. Refer to the Notice to Contractors.

1.21 CONFIDENTIALITY OF INMATES/WARDS/PATIENTS/CLIENTS IDENTITY

Some of the Work to be done under this Contract may be done in secured facilities or facilities that require confidentially. Contractors 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.

1.22 SCOPE OF WORK AND PROCEDURE FOR ORDERING WORK

a. Scope of Work

1. This is an indefinite-quantity contract pursuant to which the Contractor will perform an ongoing series of individual projects at different locations throughout the County of Fresno. This Contract is for construction services specified in the individual Job Orders and effective for the period of 12 months or the expenditure of the $2,000,000 Maximum Contract Value, whichever occurs first. The Maximum Contract Value may be increased by up to the sum authorized by Public Contract Code Section 20128.5 (currently approximately $5,098,418 million dollars). Any increase in the Maximum Contract Value will be by bi-lateral agreement.

2. The bid documents include a Construction Task Catalog® containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of construction.

3. The Contractor will be required to work at any of the Owner's facilities. The Owner makes no commitment as to the award of individual Job Orders. All costs associated with preparing Job Order Proposals shall be the responsibility of the Contractor.

4. Work or performance shall be made only as authorized by Job Orders issued in accordance with these General Conditions. The Contractor shall furnish to the Owner, the supplies or services specified in the Job Orders up to and including the Maximum Contract Value. The Owner shall give the Contractor the opportunity to perform at least the Minimum Contract Value of construction services designated in the Contract Documents.

5. The Scope of Work of this Contract shall be determined by individual Job Orders. The Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. The Job Order Price is determined by multiplying the preset Unit Prices by the appropriate quantities and by the appropriate Adjustment Factor. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. A separate Job Order will be issued for each project. Extra work, credits, and deletions will be contained in additional Job Orders. The Contractor shall provide all pricing, management, design drawings, shop drawings, documents, Work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment needed to complete the Job Order. The Contractor shall provide quality assurance as specified in strict accordance with the Contract. The Contractor shall also be responsible for site safety as well as site preparation and cleanup.

6. The Contractor shall conduct the Work in strict accordance with the Contract and all applicable federal, state, and local laws, regulations, or codes.

7. Contractor shall maintain accurate and complete records, files and libraries of documents to include federal, state, and local regulations, codes, applicable laws listed herein, and manufacturers' instructions and recommendations, which are necessary and

related to the Work to be performed.

8. Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. The Contractor shall provide: materials lists to include trade names and brand names, and model materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary for a complete job.

9. All Work will be ordered and funded when needed in accordance with the procedures contained in the Contract Documents.

10. All Work will be controlled and monitored by the Owner or designated representative.

11. The design of architectural, structural, mechanical, electrical, civil, or other engineering features of the Work required by the Contract shall be accomplished or reviewed and approved by architects or engineers registered in the State of California to practice in the particular professional field involved.

12. In addition to the Work unit requirements in the General Requirements, Contract Technical Specifications, Volume 3, and the Construction Task Catalog® (CTC), Volume 4, the Owner may, from time to time, require Non Pre-priced (NPP) Tasks. The parties shall proceed with these requirements in accordance with the Procedure for Ordering Work contained in Paragraph 3.04 of these General Conditions. These NPP Work unit requirements will be incorporated in individual Job Orders and the Contractor shall accomplish those requirements with the same diligence as those Work units incorporated in this Contract in the Construction Task Catalog® and Technical Specifications.

b. Procedure For Ordering Work

1. As the need for work arises, the Owner will notify the Contractor of the Work and provide written notification.

2. Upon receipt of this notification, the Contractor shall respond within one working day by:

(a) Establishing verbal contact with the Owner to further define the scope of the requirement, and

(b) Visiting the proposed Work site in the company of the Owner, and participating in the conduct of a Joint Scope Meeting which will include discussion and establishment of the following:

(1) Project number and title

(2) Existing site conditions

(3) Methods and alternatives for accomplishing Work

(4) Definition and refinement of requirements

(5) Detailed Scope of Work

(6) Requirements for design drawings, sketches, shop drawings, submittals, etc.

(7) Tentative construction schedule

(8) Preliminary quantity estimates

(9) Access to the site and protocol for admission

(10) Hours of operation

(11) Staging area

(12) Liquidated damages

(13) Presence of hazardous materials

(14) Proposal due date

3. Upon completion of the Joint Scope Meeting, the Owner will prepare a draft Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the Owner will issue a Request for Proposal (RFP) and Detailed Scope of Work, which requires that the Contractor prepare a Proposal for the Work under consideration. The Detailed Scope of Work, unless modified by both the Contractor and the Owner, will be the basis on which the Contractor will develop its Job Order Proposal 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.

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

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

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

   A= Number of Units Required for CTC Task

   B= Applicable Adjustment Factor

   C= CTC Price per Unit

   <u>Cost of CTC Task</u>

   A x B x C

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

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

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

      (2) Work schedule in written form.

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

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

The Contractor shall not submit a quote from any subcontractor or materialman that the Contractor is not prepared to use. Owner may require additional quotes if the subcontractors or materialmen are not acceptable or if the prices are not reasonable. If three quotes cannot be obtained, the Contractor shall provide Owner with a written explanation. If the explanation is accepted by Owner, the Contractor may provide less than three quotes. (5) The final price submitted for Non Pre-priced (NPP) Tasks shall be according to the following formula:

Contractor Performed Duties

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

B= Equipment costs (other than small tools)

C= Lowest of three independent quotes for all materials

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

For Work performed by Subcontractors:

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

D = Subcontractor Costs (supported by three quotes)

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

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

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

(8) 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.

(9) Whenever, because of trade jurisdiction rules or small quantities, the cost of a minor task in the Job Order Price Proposal is less than the cost of the actual labor and materials to perform such task, the 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 can not be scheduled at the same time and the final charge does not exceed $1,000.00.

(d) Processing Time Limits

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

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

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

(4) Job Order Price Proposal Modification. Only on the Contractor's second Job Order Price Proposal shall he/she be granted the opportunity to add new valid line items that may have been omitted from the first Job Order Price Proposal. Contractor shall submit a revised Job Order Price Proposal within 24 hours of Job Order Price Proposal review meeting

(unless otherwise specified). Upon review of revised Job Order Price Proposal, the Contractor shall remove all line items or adjust quantities deemed inappropriate by the Owner and re-submit the Job Order Price Proposal within 24 hours. No new line items may be added to the Job Order Price Proposal. No quantities increases or added modifiers will be accepted unless agreed to by the Owner during the second Job Order Price Proposal review meeting.

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

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

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

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

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

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

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

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

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

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

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

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

c. Measurements to be Verified

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

dimensions and the measurements indicated in the Request for Proposal.

d. Contractor's Responsibility

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

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

e. Pre-Construction Conference

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

f. Computer and Communications Equipment Requirements

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

g. Job Order Contracting Software and License Fee

JOC Software and System License

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

1.23 INTENT OF CONTRACT DOCUMENTS

Some of the Work may require the Contractor to work in in-patient care facilities. The intent Contract Documents will be to construct or reconstruct the hospital facilities for an individual Job Order in accordance with Title 24, California Code of Regulations. Should any conditions develop not covered by the contract documents wherein the completed work will not comply with said Title 24, California Code of Regulations, the Owner shall develop a Job Order detailing specifying any required work and will submit it to OSHPD for approval prior to proceeding with the work.

1.24 BUILDING PERMIT

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

1.25 CODES AND REGULATIONS

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

1.26 COORDINATION OF WORK

The Contractor shall coordinate all work with the Owner to minimize any interruptions to the normal operation of County operations; particularly

interruptions to air conditioning, electrical services, alarm system, communications, and computer systems.

1.27 WORK DAY

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

1.28 SCHEDULE OF OPERATION

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

1.29 COOPERATION BETWEEN CONTRACTORS

a. If separate Contracts are let for Work within or adjacent to the Project site as may further be hereinafter detailed in the Contract Documents, the Contractor shall conduct his Work so as not to interfere with or hinder the progress of completion of the Work being performed by other contractors.

b. The Contractor shall assume all liability, financial or otherwise, in connection with this Contract, and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the Contractor because of the presence and operations of other contractors working within the limits of the same improvement. The Contractor shall assume all responsibility for all Work not completed or accepted because of the presence and operations of other contractors.

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

1.30 TEMPORARY FACILITIES

a. Water and Electricity: Contractor may connect to existing water and electricity available on the site provided it is suitable to the Contractor's requirements. Water and electricity used will be paid by the Owner. Contractor shall bear all expenses for carrying the water or electricity to the appropriate locations and to connect or tap into existing lines. Contractor shall furnish fuel and other power for the operation of the heavy equipment, pneumatic tools and compressors.

b. Toilet Facilities maybe available on the site to the workmen engaged in the performance of the contract. The use of such facilities may be revoked in the event of excess janitorial requirements or at the discretion of the County.

1.31 FIRE PROTECTION AND FIRE INSURANCE

Contractor shall not perform any fire hazardous operation adjacent to combustible materials. Any fire hazardous operation shall have proper fire extinguisher close by and the adjacent area shall be policed before stopping work for the day.

Contractor shall provide not less than one OSHA / NFPA Class 10-ABC fire extinguisher for each 9,000 square feet of project area or fraction thereof.

1.32 DUST SEPARATION AND PROTECTIVE BARRICADES

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

The Contractor shall provide adequate protection for all parts of the present buildings and its contents and occupants wherever work under this contract is to be performed.

The Contractor shall observe that the health and welfare of occupants of the existing buildings may be affected by noises and fumes produced by the construction. Insofar as is possible, loud and unnecessary noise is to be avoided and noise producing work should be performed as far away from

occupied areas as is consistent with the efficient conduct of the work.

1.33 DAMAGE TO EXISTING WORK

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

1.34 PROTECTION OF ALARM, SECURITY, COMMUNICATIONS, AND COMPUTER SYSTEMS

The Contractor shall be responsible for all costs incurred by the Owner on these systems 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 operations.

1.35 SECURITY

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

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

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

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

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

1.36 PARKING

The Owner will provide parking spaces at the project site when parking is available. Contractor shall not rely on Owner to provide parking.

1.37 RECORD DRAWINGS

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

1.38 GUARANTEE / WARRANTY RESPONSE

Attention is directed to General Conditions Section 1.14 "Guarantee Of Work", the Guaranty in the Bid.

In lieu of any time limits imposed or implied by the above referenced contract documents or stated in standard product warranties or special warranties, the Contractor shall respond within 24 hours to notice from the Owner that repairs or changes are required in connection with guaranteed work or equipment within the guarantee period.

1.39 TRENCHING AND EXCAVATION

In accordance with Section 7104 of the California Public Contract Code, the following provisions shall apply to any contract involving digging of trenches or other excavations that extend deeper than four feet below the surface:

a. The Contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing, of any:

   1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

   2. Subsurface or latent physical conditions at the site differing from those indicated.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Job Order.

b. The Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, shall issue an additional Job Order in accordance with the provisions of Section 1.12 of the General Conditions.

c. In the event that a dispute arises between the Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

1.40 ASBESTOS CONTAINING MATERIAL (ACM)

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

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

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

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

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

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

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

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

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

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

1.41 RIGHT TO AUDIT

All Accounting Records - The Contractor shall make available to the Owner for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the Owner.

Requests for Change and Claims - If the Contractor submits a Request for Change or a claim to the Owner, the Owner shall have the right to audit the Contractor's books to the extent they are relevant.

Audit Right Includes - This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted.

Right To Inspect Plans - The right to audit shall include the right to inspect the Contractor's plans, or such parts thereof, as may be or have been engaged in the performance of the Work.

Right To Audit Subcontractors - The Contractor further agrees that the right to audit encompasses all subcontracts and is binding upon subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the Owner deems desirable during the Contractor's normal business hours at the office of the Contractor.

END OF GENERAL CONDITIONS

Attachment A

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

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

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

PURPOSE:

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

POLICY:

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

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

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

PROCEDURES:

I. DEFINITION

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

II. NOTIFICATIONS, CONTAINMENT AND CONTROL OF THE SITUATION

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

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

III. DURING NEGOTIATIONS

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

1. Hostage status
2. Incident changes and developments
3. Hostage taker demands

4. Any and all pertinent information concerning the incident

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

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

IV. HOSTAGE SURVIVAL STRATEGIES [SRC1]

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

1. Regain/maintain composure. Try to be calm, focused and clear-headed at all times. Do not stand out from other hostages. Drawing unnecessary attention increases the chance of being singled out and victimized.

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

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

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

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

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

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

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

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

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

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

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

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

4. Be prepared to be isolated and disoriented.

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

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

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

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

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

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

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

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

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

D. Hostages should be aware of the "Stockholm Syndrome", whereby hostages begin to show sympathy toward their captors. Hostages who develop Stockholm Syndrome often view the captor as *giving life* by simply not taking it. Such hostages often misinterpret a *lack of abuse* as kindness and may develop feelings of appreciation for the perceived benevolence. [SRC2]

[SRC1] Various sources, but the best was *"Survival Tips if You Are Taken Hostage"* by Tracy E. Barnhart, published 07-27-09 (www.corrections.com)

[SRC2]*"Understanding Stockholm Syndrome"* FBI Law Enforcement Bulletin, July 2007.

SAMPLE AGREEMENT

This Sample Agreement is provided for illustration purposes only. The details in the actual Agreement may vary from the details in this sample.

SAMPLE AGREEMENT

AGREEMENT

THIS AGREEMENT FOR JOB ORDER CONTRACTING ("Agreement") is made and entered into this _____ day of _____, 2021 ("Effective Date"), by and between the County of Fresno, a political subdivision of the State of California ("COUNTY"), and _____ ("CONTRACTOR"). COUNTY and CONTRACTOR may be referred to as a "Party" or collectively as "Parties" to this Agreement.

WITNESSETH

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

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

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

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

SECTION 1. OBLIGATIONS OF THE COUNTY

A. The work to be performed pursuant to this Agreement includes a comprehensive listing of detailed repair, remodeling, and other repetitive tasks and specifications that have pre-established units of measure and unit prices listed in Construction Task Catalog® No. _____, developed for COUNTY by the Gordian Group. The work performed under this Agreement shall be carried out pursuant to individual tasks or job orders, and shall involve repair, remodeling, or other repetitive work for public buildings, streets, utilities, and other public works ("Job Order(s)").

B. The obligations of all Parties shall be as set forth in this Agreement, and detailed in accordance with COUNTY's Request For Quotations No. 00-0000 and all addendums thereto (collectively, the "RFQ"), and CONTRACTOR's Response to the RFQ ("Response"), both of which are attached as Attachments A and B, are incorporated by this reference, and are made a part of this

Agreement.

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

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

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

F. COUNTY shall provide a County representative ("County Representative") to represent the COUNTY, who will work with CONTRACTOR to carry out CONTRACTOR's obligations under this Agreement. The County Representative will be the COUNTY's Facilities Division Manager and/or his or her designees. The contact person for CONTRACTOR is listed in Attachment C, which is attached and incorporated by this reference.

SECTION 2. OBLIGATIONS OF CONTRACTOR

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

B. CONTRACTOR agrees to furnish all labor and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, material-men, subcontractors, artisans, machinists, teamsters, day-men and laborers required for completing specific Job Orders as directed by COUNTY.

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

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

   ii. COUNTY reserves the right to reject any proposed subcontractor, installer, or supplier who cannot show satisfactory evidence of meeting the qualifications required by this

Agreement. In the event of such rejection, CONTRACTOR shall, within the time frame listed for submittal of revised Proposals, submit the name and qualifications of a replacement subcontractor, installer or supplier satisfactory to COUNTY. Such replacement submittal shall be in accordance with this Agreement. No adjustment of a Job Order price proposal shall be made in the event of such replacement.

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

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

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

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

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

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

shall be paid to each worker by the CONTRACTOR or subcontractor.

CONTRACTOR and each of its subcontractors shall keep 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 or her in connection with this public work project. In accordance with Labor Code section 1776, each payroll record shall be certified and verified by a written declaration under penalty of perjury stating that the information within the payroll record is true and correct and that the CONTRACTOR or subcontractor has complied with the requirements of Labor Code sections 1771, 1811 and 1815 for any work performed by its employees on this public work project. These records shall be open at all reasonable hours to inspection by the COUNTY, its officers and agents, and to the representatives of the State of California – Department of Industrial Relations, including but not limited to the Division of Labor Standards Enforcement.

SECTION 3. TERM

The term of this Agreement is from the Effective Date through [month] [day], 2020, or when all issued Job Orders totaling the Maximum Agreement Value, as defined in Section 4, have been completed, whichever occurs first. All Job Orders must be issued, but not necessarily completed, within one (1) calendar year of the Effective Date of this Agreement.

SECTION 4. COMPENSATION

COUNTY agrees to pay CONTRACTOR, and CONTRACTOR agrees to receive compensation for each Job Order in accordance with the CONTRACTOR's Adjustment Factors stated on the Bid Schedule set forth in CONTRACTOR'S Response to Request for Quotation No. 912-5097, which are as follows:

Normal Working Hours Adjustment Factor	_____
Other than Normal Working Hours Adjustment Factor	_____
Federal Normal Working Hours Adjustment Factor	_____
Federal Other than Normal Working Hours Adjustment Factor	_____
Award Criteria Figure	_____

CONTRACTOR shall receive the opportunity to perform Job Orders totaling a minimum of at least twenty five thousand dollars ($25,000) during the Agreement term. The total value of all Job Orders ("Maximum Agreement Value") performed by CONTRACTOR shall not exceed two million dollars ($2,000,000). The Maximum Agreement Value may be increased up to the sum authorized by Public Contract Code Section 20128.5 (currently approximately $5,098,418). Any increase in the Maximum Agreement Value will be by mutual written agreement.

At no time shall the total sum of the outstanding Job Orders exceed the amount of CONTRACTOR'S Payment Bond and Performance Bond. A Job Order is outstanding until the COUNTY has accepted the work described in the Job Order by execution of a written notice of completion. CONTRACTOR shall not be issued Job Orders that in total exceed the Maximum Agreement Value. COUNTY makes no guarantee that CONTRACTOR will receive Job Orders totaling the Maximum Agreement Value. CONTRACTOR shall submit monthly invoices per Job Order, as described in Section 5, below.

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

SECTION 5. INVOICING

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

SECTION 6. INDEPENDENT CONTRACTOR

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

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

Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, their employees all legally required employee benefits. In addition, CONTRACTOR shall be solely responsible and shall hold the COUNTY harmless from all matters relating to payment of CONTRACTORS' employees, including compliance with Social Security withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

SECTION 7. TERMINATION OF AGREEMENT

This Agreement may be terminated for the following reasons:

A. Non-Allocation of Funds - The terms of this Agreement and any extensions, and the services to be provided, are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, the services provided may be modified, or this Agreement terminated at any time by giving CONTRACTOR thirty (30) days' advance written notice.

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

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

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

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY by giving thirty (30) days advance written notice of an

intention to terminate to CONTRACTOR. In the event of such termination, COUNTY shall pay CONTRACTOR for satisfactory services or supplies provided up until the date of termination.

SECTION 8. HOLD HARMLESS AND INDEMNIFICATION

CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request, defend the COUNTY, its officers, agents and employees, from any and all costs and expenses (including attorney's fees and costs), claims, suits, liabilities, losses and damages occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, subcontractors, assigns, or employees under this Agreement. The provisions of this Section 8 shall survive the termination of this Agreement.

SECTION 9. INSURANCE

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

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars ($2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars ($4,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.

B. Automobile Liability

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

D. Professional Liability

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

C. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code. CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming 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 COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

E. Property Installation Floater

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

F. All-Risk Insurance

CONTRACTOR shall procure and maintain at CONTRACTOR's sole cost and expense, Builders Risk Course of Construction insurance, including fire and vandalism coverage, covering the entire work (including any COUNTY furnished material and equipment) against loss or damage until completion and acceptance by the COUNTY. Such insurance shall be for each Job Order in an amount up to the value of each Job and endorsed for broad form property damage, breach of warranty, demolition costs, and debris removal. COUNTY will permit a deductible not exceeding 5%. The policy must cover CONTRACTOR, CONTRACTOR's subcontractors, COUNTY, its agents, the awarding entity, and any Trustee, under the indenture or trust agreement securing the bonds, certificates of participation, or other evidences of indebtedness issued to finance the work contemplated herein. The value of the policy shall be in U.S. currency.

G. Bonds

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

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

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

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

COUNTY.

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

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

SECTION 10. SECURITY

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

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

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

1. Probation Juvenile Detention Facilities – No Hostage Policy. See Attachment D
2. Fresno Sheriff – Coroner's Office (FSCO) Jail Detention Facilities – No Hostage Policy. See Attachment E
3. The Prison Rape Elimination Act. See Attachment F
4. Background Investigations & Identification (ID) Badges. See Attachment G
5. Morgue – Contractor staff providing pest control services to the morgue may be exposed to deceased persons, temporary strong odors, and an environment similar to a hospital setting.

SECTION 11. MODIFICATION

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

SECTION 12. NON - ASSIGNMENT

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

SECTION 13. AUDITS AND INSPECTIONS

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

SECTION 14. NOTICES

The persons and their addresses having authority to give and receive written notices under this

Agreement include the following:

COUNTY OF FRESNO	**CONTRACTOR**
County of Fresno-ISD Director of Internal Services/ Chief Information Officer 333 W. Pontiac Way, Clovis, CA 93612 Isdap-ar@FresnoCountyCA.gov	

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

SECTION 15. LEGAL AUTHORITY

Each individual executing this Agreement on behalf of CONTRACTOR hereby covenants, warrants, and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such entity, e.g. (without limitation), corporation, limited liability company, limited partnership, partnership or sole proprietorship, in accordance with all applicable formalities and under California law; (ii) that this Agreement is binding on such entity; and (iii) that CONTRACTOR (as applicable) is a duly organized and legally existing corporation, limited liability company, limited partnership, partnership or sole proprietorship in good standing in the State of California.

SECTION 16. GOVERNING LAW

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

SECTION 17. DISCREPANCIES

If CONTRACTOR, at any time, discovers a mistake or discrepancy in a Job Order,

CONTRACTOR shall not proceed with the affected work until such correction has been made by the

COUNTY.

In resolving conflicts resulting from errors or discrepancies pursuant to this Agreement, the order of precedence shall be as follows:

1) Permits from other agencies as may be required by law.

2) Permits issued by the COUNTY.

3) This Agreement

4) Changes to Job Orders

5) Job Orders

6) Addenda

7) General Conditions

8) Technical Specifications

9) Construction Task Catalog®

10) Reference Specifications

11) Instruction to Bidders

12) Notice Inviting Bids

SECTION 18. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

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

SECTION 19. LIQUIDATED DAMAGES

It is understood and agreed by both parties to this Agreement that if all the work specified or indicated in the Job Order is not completed within the specified time frames set forth in the Job Order, or within such time limits as extended, damages will be sustained by the COUNTY in the event of and by reason of such delay. It is, and will be, impractical and extremely difficult to determine the actual damage which the COUNTY will sustain by reason of the delay. It is therefore agreed that CONTRACTOR will pay, at a minimum, to the COUNTY the sum of money stipulated per day in the Job Order for each day's delay in completing the work beyond the time prescribed.

COUNTY shall determine the application of liquidated damages, and the value of liquidated damages. Each Job Order shall state whether liquidated damages will be applied.

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

SECTION 20. ENTIRE AGREEMENT

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

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

CONTRACTOR

COUNTY OF FRESNO

_____
Steve Brandau , Chairman of the Board of
Supervisors of the County of Fresno

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

By: _____
Deputy

FOR ACCOUNTING USE ONLY:

FUND: 1045

SUBCLASS: 10000

ORG No.: 8935

Account No.: 7205

Attachment A

Attachment B

COUNTY OF FRESNO

REQUEST FOR QUOTATION

NUMBER: 21-023

JOB ORDER CONTRACT
VOLUME ONE (1)

Issue Date: February 3, 2021

Closing Date: MARCH 3, 2021 AT 2:00 P.M.

All Questions and Quotations must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact Chanvathei Lonh at Phone (559) 600-7110
or clonh@FresnoCountyCA.gov.

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated in this RFQ. Bid must be signed and dated by an authorized officer or employee.

Better Enterprises, Inc.
COMPANY

1148 N Cypress Ave
ADDRESS

Fresno — CA — 93727
CITY — STATE — ZIP CODE

(559) 233-2225 — (559) 233-2850 — marc@betterenterprisesinc.com
TELEPHONE NUMBER — FACSIMILE NUMBER — E-MAIL ADDRESS

SIGNATURE

Marc Kerkochian — President
PRINT NAME — TITLE

Purchasing Use: CL — **ORG/Requisition:** 8935 / 1322101141

Quotation No. 21-023

DOCUMENT SUBMITTAL

In submitting a quotation the vendor is agreeing to all of the terms, conditions, requirements, etc. set forth under this RFQ as stated in both Volume One (1) and Volume Two (2).

The vendor shall provide all information requested within Volume One including the completion of all forms etc.

The bidder is instructed to return Volume One with all information, signatures, bid guarantee etc. Volume Two, although applicable to the vendor's bid, should not be submitted.

Quotation No. 21-023

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - violation of a federal or state antitrust statute;
  - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (http://www.epls.gov); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

Quotation No. 21-023

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Quotation No. 21-023

CERTIFICATION

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Marc Kerkochian, President
(Printed Name & Title)

Date: March 3, 2021

Better Enterprises, Inc.
(Name of Agency or Company)

Quotation No. 21-023

SELF-DEALING TRANSACTION DISCLOSURE (FINANCIAL)

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

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

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

INSTRUCTIONS

(1) Enter board member's name, job title (if applicable), and date this disclosure is being made.

(2) Enter the board member's company/agency name and address.

(3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:

a. The name of the agency/company with which the corporation has the transaction; and

b. The nature of the material financial interest in the Corporation's transaction that the board member has.

(4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

(5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Quotation No. 21-023

(1) Company Board Member Information:		
	Date:	

(2) Company/Agency Name and Address:

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):
N/A

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):

(5) Authorized Signature			
Signature:		Date:	02/28/21

Quotation No. 21-023

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: Better Enterprises, Inc.

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar products/services. If you have held a contract for similar services with the County of Fresno within the past seven (7) years, list the County as one of your customers. Be sure to include all requested information.

Reference Name: County of Fresno 20-035 JOC Contact: Keith McBride
Address: 333 W. Pontiac Way
City: Clovis State: CA Zip: 93612
Phone No.: (559) 600-7246 Date: June 2020 - June 2021
Service Provided: General contracting for JOC projects

Reference Name: FRJOC-1921-01 CSUF JOC Contact: Jake Bergen
Address: 5150 N Maple Ave
City: Fresno State: CA Zip: 93740
Phone No.: (559) 278-2777 Date: June 2019 - June 2020
Service Provided: General contracting for JOC projects

Reference Name: Gordian ezIQC (Sourcewell) Contact: Tamiko Gutierrez
Address:
City: State: Zip:
Phone No.: (626) 720-7272 Date: ezIQC Contract starting 2018
Service Provided: General contracting for ezIQC projects

Reference Name: County of Merced Public Works Contact: Adam Cox
Address: 345 W 7th Street
City: Merced State: CA Zip: 95341
Phone No.: (209) 931-5325 Date: JOC Contract 2018-19
Service Provided: General contracting for JOC projects

Reference Name: Fresno Unified School District Contact: Armando Zinzun
Address: 4600 N Brawley Ave
City: Fresno State: CA Zip: 93711
Phone No.: (559) 457-3074 Date: Classroom remodel 2019
Service Provided: General contracting for Pyle Elementary portable relocation/remodel

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFQ.

Quotation No. 21-023

DIR ACKNOWLEDGEMENT

I acknowledge in accordance with labor Code Sections 1725.5 and 1770-1777.7, that I have registered with the Department of Industrial Relations (DIR) and all Certified Payroll Records will be uploaded to the DIR Website. Any additional requirements that materialize from the SB854 legislation will be complied with. Attached is verification of the DIR registration.

Marc Kerkochian
(Authorized Signature in Blue Ink)

President
Title

PW-LR-1000565193
DIR Number

CONTRACTOR'S LICENSE:

Bidder to possess appropriate license for the project in accordance with current regulations/statutes.

The bidder shall possess a current State of California contractor's License, Class B or another license class that covers the work to be performed. The proposal must indicate the license held by the bidder, which enables him/her to perform the work.

Number and Class: 1012660, Class B

Date of Issue: 04/05/2016

Bidder must also submit verification of Contractor's License from the Department of Consumer Affairs – Contractors' State License Board. Failure to submit verification may result in bidder's response being considered non-responsive.

If the license is other than a Class B, the bidder must explain why his/her license(s) is acceptable. The County will review and determine if acceptable.

Attachment B

BID SHEET

Quotation No. 21-023

BIDDING DOCUMENTS

BIDDER: Better Enterprises, Inc.

SOLICITATION NO.: **21-023**
PROJECT: Job Order Contract

The bidder, declares that the only persons, or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the Bid Documents therein referred to; and he proposes and agrees if this bid 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, and that he will take in full payment therefore the following Adjustment Factors, to-wit:

This Work is to be performed in accordance with the Bidding Documents including the Bidding Information, Contract forms, General and Supplemental Conditions, and Addenda Numbers

_____, _____, and _____

Bid Items:

I. Adjustment Factors. The Contractor bids four Adjustment Factors that will be applied against the Unit Prices set forth in the Construction Task Catalog®. These Adjustment Factors will be used to price out lump sum fixed price Job Orders by multiplying the Adjustment Factor by the Unit Prices and quantities.

II. Base Period (12 months from Notice of contract award or expenditure of the $2,000,000 maximum value of the contract, whichever occurs first)

Item 1- Unit work requirements to be performed during Normal Working Hours for non-federally funded Projects as ordered by the County in individual Job Orders against the contract.

1. 1.0500
   Utilize four decimal places
   One point zero five zero zero
   Bid for Normal Working Hours - in words

Item 2- Unit work requirements to be performed during Other Than Normal Working Hours for non-federally funded Projects as ordered by the COUNTY in individual Job Orders against the contract. (*Note*: Item 2 may not be lower than Item 1.)

2. 1.0600
   Utilize four decimal places
   One point zero six zero zero
   Bid for Other Than Normal Working Hours - in words

Item 3- Unit work requirements to be performed during Normal Working Hours for federally funded Projects as ordered by the County in individual Job Orders against the contract. (*Note*: Item 3 may not be lower than Item 1.)

3. 1.0500
Utilize four decimal places

One point zero five zero zero
Bid for Normal Working Hours - in words

Item 4- Unit work requirements to be performed during Other Than Normal Working Hours for federally funded Projects as ordered by the COUNTY in individual Job Orders against the contract. (*Note*: Item 4 may not be lower than Item 1)

4. 1.0600
Utilize four decimal places

One point zero six zero zero
Bid for Other Than Normal Working Hours - in words

Award criteria: The award will be based on Adjustment Factors evaluated as follows: 65% of Normal Working Hours Factor for non-federally funded Projects (Line 1 Below) added to 20% of Other Than Normal Working Hours Factor for non-federally funded Projects (Line 2 Below) added to 10% of Normal Working Hours Factor for federally funded Projects (Line 3 Below) added to 5% of Other Than Normal Working Hours Factor for federally funded Projects (Line 4 Below).

Award Criteria Formula:

	A Adjustment Factor from Above	x	B Adjustment Factor Multiplier for Evaluation	=	C Percentage of Adjustment Factor to be used in Evaluation (carry to 4 decimal places)
1.	1.0500 Line 1	x	.65	=	0.6825
2.	1.0600 Line 2	x	.20	=	0.2120
3.	1.0500 Line 3	x	.10	=	0.1050
4.	1.0600 Line 4	x	.05	=	0.0530
5.			**Award Criteria Figure:**		1.0525

Notes to Bidder:

1. Specify lines 1 through 5 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).

2. The weighted multipliers above are for the purpose of calculating an 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 Bid.

3. When submitting Job Order Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed.

SIGNATURE PAGE

Quotation No. 21-023

BIDDING DOCUMENTS

BIDDER: Better Enterprises, Inc.

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

If this bid 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 bid and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this bid shall operate and the same shall be the property of the Owner.

PROJECT: Job Order Contract

SOLICITATION NO.: 21-023

Accompanying this bid is security (check one only) in amount equal to Twenty-Five Thousand Dollars ($25,000.000):

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

The names of all persons interested in the foregoing bid 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:

Better Enterprises, Inc.

1148 N Cypress Ave

Fresno, CA 93727

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

Class B License No. 1012660 Expires 04/30/2022

(Furnishing Contractor License information as part of this bid is optional and is requested to facilitate verification of licensure)

Signature of Bidder

March 3, 2021
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: 1148 N Cypress Ave Zip Code: 93727

Mailing Address: 1148 N Cypress Ave

City: Fresno State: CA Zip: 93727

Phone No.: (559) 233-2225 Fax No.: (559) 233-2850

PROJECT: Job Order Contract

SOLICITATION NO.: 21-023

Purchasing Department, County of Fresno:

NONCOLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID *

Marc Kerkochian
(Printed or Typed Name)

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

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

of Better Enterprises, Inc.
(Bidding Entity)

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

(Signature) March 3, 2021
(Dated)

(Title 23 United States Code Section 112)

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

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

PROJECT: Job Order Contract

SOLICITATION NO.: 21-023

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS.

The Contractor *or* proposed subcontractor, Better Enterprises, Inc., hereby certifies that he/she **has/has not* participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he *<has *or* has not> filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Better Enterprises, Inc.
(Company)

By: Marc Kerkochian

President
(Title)

Date: March 3, 2021

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

- *Circle one of the options provided.

PROJECT: Job Order Contract

SOLICITATION NO.: 21-023

NOTE: The bidder shall check Box A or Box B. If the bidder does not check a box it will be deemed that he has checked Box A.

The bidder certifies that:

A. (___) I do not intend to subcontract any work on this project.

B. (X) I do intend to subcontract portions of the work on this project.

In accordance with the provisions of Section, "Participation by Minority Business Enterprises in Subcontracting," in the Special Provisions, I have taken affirmative action to seek out and consider minority business enterprises for the portions of the work which are intended to be subcontracted and that such affirmative actions are fully documented in my records and are available upon request. In addition, I will take such affirmative action on any future subcontracting for the life of this contract.

The above certification is required by Executive Order 11625.

Better Enterprises, Inc.
(Bidder)

By: Marc Kerkochian

Date: March 3, 2021

President
(Title)

PROJECT: Job Order Contract

SOLICITATION NO.: 21-023

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

DEBARMENT AND SUSPENSION CERTIFICATION

The Owner under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

(X) No Exceptions

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action:

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Bid. Signing the Bid on the signature portion thereof shall also constitute signature of this Certification.

By my signature on this bid, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Better Enterprises, Inc.
(Bidder)

By: Marc Kerkochian

Date: March 3, 2021

President
(Title)

Quotation No. 21-023

PROJECT: Job Order Contract

SOLICITATION NO.: 21-023

(This guaranty shall be executed by the successful bidder in accordance with instructions in the Special Provisions. The bidder may execute the guaranty on this page at the time of submitting his 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 the plans and specifications, due to any of the above causes, all within twelve (12) months after Notice of Completion has been filed on a specific Job Order on which 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, including attorneys' fees, reasonably incurred by reason of the said failure or refusal.

Marc Kerkochian

President

Date: March 3, 2021

Contractor Better Enterprises, Inc.

Attachment B

Home | CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 1012660

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 3/1/2021 1:59:38 PM

Business Information

BETTER ENTERPRISES INC
377 W SHAW
FRESNO, CA 93704
Business Phone Number:(559) 233-2225

Entity Corporation
Issue Date 04/05/2016
Expire Date 04/30/2022

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- B - GENERAL BUILDING CONTRACTOR
- C33 - PAINTING AND DECORATING
- C-9 - CONCRETE

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with OHIO CASUALTY INSURANCE COMPANY (THE).
Bond Number: 652523C
Bond Amount: $15,000
Effective Date: 08/26/2019
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual MARC BRIAN KERKOCHIAN certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 11/01/2019
BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the CYPRESS INSURANCE COMPANY
Policy Number:BEWC123181
Effective Date: 04/01/2020
Expire Date: 04/01/2021
Workers' Compensation History

Other

State of California

Department of Industrial Relations

(https://www.dir.ca.gov/)

Contractor Information

Legal Entity Name
Better Enterprises, Inc.
Legal Entity Type
Corporation
Status
Active
Registration Number
PW-LR-1000565193
Registration effective date
07/01/20
Registration expiration date
06/30/21
Mailing Address
377 W. Shaw Fresno 93704 CA United States of ...
Physical Address
377 W. Shaw Fresno 93704 CA United States of ...
Email Address
ben@betterenterprisesinc.com
Trade Name/DBA
Haus Construction, Inc.
License Number (s)
CSLB:1012660

Registration History

Effective Date	Expiration Date
02/13/20	06/30/20
07/01/20	06/30/21

Back to DIR>> (https://www.dir.ca.gov/)

Legal Entity Information

Corporation Entity Number: C3806135
Federal Employment Identification Number: 475103316

Attachment B

NO HOSTAGE SITUATIONS

California Code of Regulations

Subject: Hostage Situations

Policy Number: 326.0

Page: 1 of 2

Date Originated: April 1, 2004

Date Revised: February 1, 2008

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

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

I. HOSTAGE SITUATION PROCEDURES

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

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

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

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

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

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

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

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

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

II. PARENTAL AND MEDIA INFORMATION

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

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

III. SECURITY AND OPERATIONAL REVIEW

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

FRESNO COUNTY SHERIFF'S OFFICE
JAIL DIVISION POLICIES AND PROCEDURES

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

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

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

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

PURPOSE:

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

POLICY:

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

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

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

PROCEDURES:

I. DEFINITION

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

II. NOTIFICATIONS, CONTAINMENT AND CONTROL OF THE SITUATION

FRESNO COUNTY SHERIFF'S OFFICE
JAIL DIVISION POLICIES AND PROCEDURES

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

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

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

III. DURING NEGOTIATIONS

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

1. Hostage status
2. Incident changes and developments
3. Hostage taker demands
4. Any and all pertinent information concerning the incident

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

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

IV. HOSTAGE SURVIVAL STRATEGIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

exploitation.

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

4. Be prepared to be isolated and disoriented.

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

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

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

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

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

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

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

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

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

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

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

THE PRISON RAPE ELIMINATION (PREA) ACT

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

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

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

BACKGROUND INVESTIGATIONS AND IDENTIFICATION (ID) BADGES

Background Investigations

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

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

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

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

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

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

Identification (ID) Badges

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

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

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

(1) Enter board member's name, job title (if applicable), and date this disclosure is being made.

(2) Enter the board member's company/agency name and address.

(3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:

   a. The name of the agency/company with which the corporation has the transaction; and

   b. The nature of the material financial interest in the Corporation's transaction that the board member has.

(4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

(5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
	Date:		

(2) Company/Agency Name and Address:

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):

(5) Authorized Signature			
Signature:		Date:	