

PROJECT MANUAL
FOR
INVITATION FOR BIDS
COUNCIL OF SAN BENITO COUNTY GOVERNMENTS (SBCOG)
SBCOG OFFICE TENANT IMPROVEMENT (TI) PROJECT

650 San Benito St., Suite 120
Hollister, California, 95023

Invitation for Bid Package

Issued Date: September 25, 2024
Bids Due Date: October 16, 2024

Council of San Benito County Governments
330 Tres Pinos Rd., Suite C7
Hollister, California 95023
T 831-637-7665
F 831-636-4176

September 25, 2024

COUNCIL OF SAN BENITO COUNTY
GOVERNMENTS (SBCOG)

NOTICE TO CONTRACTORS

COUNCIL OF SAN BENITO COUNTY GOVERNMENTS (SBCOG) **SBCOG OFFICE TENANT IMPROVEMENT (TI) PROJECT**

Sealed bids shall be delivered to the Council of San Benito County Governments, 330 Tres Pinos Rd, Suite C7, Hollister, California, 95023, no later than **2:00 P.M. on Wednesday, October 16, 2024**. Bids will be opened and will be publicly read in the **SBCOG Conference Room, 330 Tres Pinos Rd, Suite C7, Hollister, California, 95023 at 2:00 P.M.** or thereafter. This project is for licensed contractors with a Type B license. The Contractor shall complete all or any designated portions of the work called for under the contract in all parts and requirements within 60 calendar days (except as modified in the technical specifications). The Council of San Benito County Governments and its Board of Directors reserves the right to reject any or all bids received as the public good may require.

There will be two mandatory pre-bid meetings, only **one** of which needs to be attended by prospective bidders. The meeting(s) will take place at 650 San Benito St., Suite 120, Hollister CA. The first meeting will take place on **October 3, 2024 at 10am** and the second will take place on **October 10, 2024 at 10am**.

Each contractor shall include in their bid all labor, tools, and materials for a complete and working project for each trade component in conformance with the intent shown on the plans and specifications and specified herein.

Plans, Specifications and Proposal forms to be used for bidding on this project can only be obtained by requesting them via email at bidding@felice-consulting.com. If you have any questions, please call Felice Consulting at 831-856-7000.

Prospective bidders must be fully qualified, licensed, certified, and insured to perform the work requested. All work performed must meet all current applicable laws and regulations.

Each bidder must submit a bid proposal for the project for which they intend to bid to the Council of San Benito County Governments on the standard forms enclosed. Said bid shall be accompanied by a cashier's check, a certified check or bidder's bond of ten percent (10%) of the amount of the bid submitted, to be made payable to the Council of San Benito County Governments. Bid bonds shall be issued by a corporate surety duly admitted and authorized to issue bonds and undertakings by the State of California.

Pursuant to Section 1700, and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are available at the following web site: http://www.dir.ca.gov/DLSR/statistics_research.html#PWD. Those copies shall be made available to any interested party upon request. The Contractor shall forfeit, as penalty, to the Council of San Benito County Governments, fifty dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by it or by any subcontractor under it, in violation of the provisions of such Labor Code.

Council of San Benito County Governments will be the sole judge as to the technical acceptability of any bids and any award will be as determined most advantageous to the Council of San Benito County Governments considering such factors as completeness and responsiveness to the Invitation for Bids, experience, references, and anticipated costs. The Council of San Benito County Governments reserves the right to reject any or all bids or parts thereof and to waive any informality or irregularity in any bid.

Insurance requirements for the project shall be the amounts set forth in the General Conditions, Section 19, unless expressly modified below:

Commercial General Liability Insurance	\$ _____
All Risk Property Coverage or Builders Risk Insurance	\$ _____
Business Automobile Liability Insurance	\$ _____

PROJECT DIRECTORY

PROJECT NAME: Council of San Benito County Governments Office Tenant Improvement (TI) Project

OWNER: Council of San Benito County Governments
330 Tres Pinos Rd., Suite C7
Hollister, CA 95023

PROJECT MANAGER: Damon Felice, Project Manager

INSTRUCTIONS TO BIDDERS

1) All portions of the Bid Proposal must be completed before the bid is submitted. Failure to do so may result in the bid being rejected as nonresponsive. Attached to and submitted with this Bid Proposal, Bidder must provide the following documents, completed and signed by the Bidder: (1) the Bidders Bond; (2) Names and Titles Form; (3) Noncollusion Affidavit; (4) Statement of Compliance; (5) Designation of Subcontractors; (6) Bidder's Qualifications; (7) Guaranty; (8) Contractor's Certificate as to Worker's Compensation; and, (9) Affidavit Concerning Employment of Undocumented Aliens. Failure to submit all required documents may result in the bid being rejected as nonresponsive.

2) An original of the Bid Proposal shall be filled in and submitted as the bid.

3) Council of San Benito County Governments has obtained report(s) that may contain facts that may materially effect bidders' bids. Council of San Benito County Governments has constructed other public works projects throughout the County of San Benito, and obtained reports and other information in the course of the design and construction of those other public works construction projects, all of which may contain facts that may materially effect bidders' bids. Bidders are strongly encouraged to inspect applicable Council of San Benito County Governments reports, records and documents. Said reports and documents will be made available upon written request at the Council of San Benito County Governments, 330 Tres Pinos Rd., Suite C7, Hollister, California, 95023 for inspection and copying at bidders' sole cost and expense, during normal working hours.

4) If a pre-bid conference has been scheduled at the site of the work, all bidders, subcontractors, material suppliers, and others who may be working on the work of improvement are strongly encouraged to attend this pre-bid conference. Due to the facts and circumstances of this particular project, the on-site pre-bid conference may be the only opportunity to conduct the pre-bid investigation of the site and satisfy the pre-bid obligations set forth in these Contract Documents. If a bidder (or others) attend the entirety of a scheduled pre-bid on-site conference and need additional time to complete their investigation of the site or other pre-bid obligations set forth in these Contract Documents, bidder must notify Council of San Benito County Governments in writing, via certified or registered mail, within three days of the on-site pre-bid conference, to request additional time to complete its investigation of the site. The written request must include an estimate of the amount of additional time required by bidder at the site. Council of San Benito County Governments retains discretion to determine additional time requirements, if any.

5) Investigations of subsurface conditions or otherwise, are made for the purpose of design, and the Council of San Benito County Governments assumes no responsibility whatsoever with respect to the sufficiency or accuracy of borings, the log of test borings, or other preliminary investigations, or of the interpretation thereof, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or any part of it, or that unanticipated conditions may not occur. When a log of test borings or other report is made available to Contractor or included in the Contract Documents, it is expressly understood and agreed that said log of test borings or other reports does not constitute a part of the Contract, and represents only an opinion of the Council of San Benito County Governments as to the character of the materials to be encountered, and is made available or included in the Contract Documents only for the convenience of the bidders. Bidders must satisfy themselves, through their own investigation, as to conditions to be encountered.

6) In addition to other minimum qualifications, the Council of San Benito County Governments has determined that the successful low bidder must demonstrate to the satisfaction of the Council of San Benito County Governments, the following minimum experience to be qualified to perform the work described in the Contract Documents:

- a. Have possessed a valid, active and in good standing, State of California Department of Consumer Affairs, Contractor's License Board license, appropriate

for the trade being bid, for a minimum of five (5) continuous years prior to the date of bid opening.

- b. Not have any pending disciplinary proceedings or investigations by the Contractor's State License Board.
- c. Currently (as of the date of bid opening) or within the past year, not have any suspensions, disbarments, or similar proceedings (including stipulated agreements), restricting, limiting or prohibiting Bidder from bidding or performing other public works projects for any other public agency.

7) Following the opening of bids, the Council of San Benito County Governments may request in writing that the apparent low bidder complete a Contractor Qualifications Questionnaire and furnish all required supporting documentation to enable the Council of San Benito County Governments to determine whether the apparent low bidder is qualified to perform the work described in the Contract Documents. By submission of a bid, Bidder agrees to complete the Contractor Qualifications Questionnaire, furnish all required attachments, sign the Contractor Qualifications Questionnaire, all in strict conformance with the requirements of the Contract Documents and Contractor Qualifications Questionnaire, and return to the Council of San Benito County Governments within ten (10) days of San Benito County Government's written request. If bidder fails or refuses to complete the Contractor Qualifications Questionnaire, furnish all required attachments, sign the Contractor Qualifications Questionnaire, or return it to the Council of San Benito County Governments within ten (10) days of date of dispatch of Council of San Benito County Governments written request, bidder may not be considered for award of the contract, and further, bidder agrees that the Council of San Benito County Governments may either award the work to another bidder or call for new bids. In such event, the bidder shall be liable to the Council of San Benito County Governments for the difference between the amount of the disqualified bid and the larger amount for which the Council of San Benito County Governments procures the work plus all of the San Benito County Government's costs, damages, expenses, and liabilities.

8) If for any reason the Council of San Benito County Governments elects to not award the contract to the apparent low bidder, the Council of San Benito County Governments may request in writing that the apparent second lowest bidder complete the Contractor Qualifications Questionnaire and furnish all required supporting documentation to enable the Council of San Benito County Governments to determine whether the second low bidder is qualified to perform the work described in the Contract Documents. If for any reason the Council of San Benito County Governments elects to not award the contract to the apparent second lowest bidder, the Council of San Benito County Governments may request the third lowest bidder complete the Contractor Qualifications Questionnaire and furnish all required supporting documentation, and so on.

9) If the Council of San Benito County Governments receives from a bidder within the time set forth in these Contract Documents, a complete Contractor Qualifications Questionnaire and all required supporting documentation as required by the Contract Documents, and if the Council of San Benito County Governments determines that a bidder is not qualified to perform the work required by the Contract Documents, and if the Council of San Benito County Governments elects to not award the Contract to that bidder, the Council of San Benito County Governments will promptly return that bidder's bid security.

10) Bid protests shall be filed in writing with the Project Manager, Council of San Benito County Governments, 330 Tres Pinos Rd., Suite C7, Hollister, California, 95023, by certified or registered mail, not later than three (3) days after the bid opening or, if the protest is based on the selection of the apparent lowest responsible bidder, not later than three (3) days after selection of the apparent lowest responsible bidder. The protest shall specify the reasons and facts upon which the protest is based.

CONTRACTING REQUIREMENTS

Index to General Conditions.....	1
General Conditions.....	3
Supplemental Conditions.....	35
Sample Contract.....	38
Sample Payment Bond.....	42
Sample Faithful Performance Bond.....	44

A copy of the Prevailing Wage Scale is available at the following web site:
http://www.dir.ca.gov/DLSR/statistics_research.html#PWD

INDEX TO GENERAL CONDITIONS:

PAGE NO.

1.	BASIC DEFINITIONS.....	3
2.	CONTRACT DOCUMENTS.....	3
3.	EXAMINATION OF CONTRACT DOCUMENTS AND SITE OF WORK...	3
4.	ADDENDA.....	4
5.	PROPOSAL.....	4
6.	LIST OF SUBCONTRACTORS.....	5
7.	WITHDRAWAL OF PROPOSAL.....	5
8.	OPENING OF PROPOSALS.....	5
9.	BIDDER'S BOND.....	5
10.	CONSIDERATION OF PROPOSALS.....	5
11.	COMPETENCY OF BIDDER.....	6
12.	DISQUALIFICATION OF BIDDERS.....	6
13.	RELIEF OF BIDDERS.....	6
14.	AWARD OF CONTRACT.....	6
15.	RETURN OF PROPOSAL GUARANTEES.....	6
16.	SIGNING OF CONTRACT.....	6
17.	CONTRACT BONDS.....	7
18.	NOTIFICATION OF SURETY COMPANIES.....	7
19.	INSURANCE.....	7
20.	PRE-CONSTRUCTION CONFERENCE.....	8
21.	INTENT OF PLANS AND SPECIFICATIONS.....	9
22.	CLARIFICATION OF CONTRACT DOCUMENTS.....	9
23.	PLANS AND SPECIFICATIONS TO BE FURNISHED.....	10
24.	SUPPLEMENTAL DRAWINGS AND INSTRUCTIONS.....	10
25.	CONFORMANCE WITH CODES AND STANDARDS.....	10
26.	PERSONAL ATTENTION AND SUPERINTENDENCE.....	10
27.	BEGINNING OF WORK.....	10
28.	PROGRESS SCHEDULE.....	11
29.	RESPONSIBILITY FOR ACCURACY.....	11
30.	EFFECT OF INSPECTION OR USE.....	11
31.	INSPECTION.....	11
32.	REMOVAL OF REJECTED MATERIALS OR WORK.....	12
33.	USE OF COMPLETED PORTIONS.....	12
34.	MEANS AND METHODS.....	12
35.	DELAYS.....	12
36.	EFFECT OF EXTENSION OF TIME.....	12
37.	CLAIMS.....	13
38.	FALSE CLAIMS.....	14
39.	CHANGES.....	15
40.	PAYMENTS.....	16
41.	COST AND PRICING DATA.....	18
42.	PROCEED WITH WORK.....	18
43.	ACCESS TO RECORDS.....	18
44.	DISMISSAL OF UNSATISFACTORY EMPLOYEES.....	18
45.	TERMINATION OF UNSATISFACTORY SUBCONTRACTS.....	18
46.	TEMPORARY SUSPENSION OF WORK.....	19

INDEX TO GENERAL CONDITIONS:

PAGE NO.

47.	TERMINATION OF CONTRACTOR'S CONTROL OVER THE WORK...	19
48.	FINAL INSPECTION, FIELD ACCEPTANCE, AND ACCEPTANCE.....	20
49.	CLEANING UP.....	20
50.	COMPLIANCE WITH LAWS AND REGULATIONS.....	20
51.	RESPONSIBILITY OF THE CONTRACTOR.....	23
52.	INDEMNIFICATION.....	23
53.	PERMITS AND LICENSES.....	24
54.	PROTECTION OF SBCOG AGAINST PATENT CLAIMS.....	25
55.	PROTECTION OF WORKERS.....	25
56.	PROTECTION OF MATERIALS AND EQUIPMENT.....	25
57.	SANITARY PROVISIONS.....	25
58.	EXISTING UTILITIES.....	27
59.	COOPERATION WITH OTHERS.....	27
60.	AIR POLLUTION CONTROL.....	28
61.	WATER POLLUTION.....	28
62.	SOUND CONTROL REQUIREMENTS.....	28
63.	UNFAVORABLE WEATHER AND OTHER CONDITIONS.....	28
64.	WEEKEND, HOLIDAY, AND NIGHT WORK.....	28
65.	OVERLOADING.....	29
66.	SUBCONTRACTING AND ASSIGNMENT.....	29
67.	NON-RECOGNITION OF SUBCONTRACTORS.....	29
68.	LANDS AND RIGHTS OF WAY.....	29
69.	LIABILITY OF DISTRICT OFFICIALS.....	29
70.	CONTRACTOR NOT AN AGENT OF THE SBCOG.....	29
71.	THIRD-PARTY CLAIMS.....	29
72.	GUARANTEE.....	29
73.	ASSIGNMENT OF ANTITRUST ACTIONS.....	30
74.	LEGAL ADDRESS OF THE CONTRACTOR.....	30
75.	SURVEYS.....	30
76.	MATERIALS OR EQUIPMENT SPECIFIED BY NAME.....	30
77.	PROPERTY RIGHTS IN MATERIAL.....	30
78.	CONTRACTOR'S EQUIPMENT.....	31
79.	MISCELLANEOUS PROVISIONS.....	31
80.	PUBLIC CONTRACT CODE SECTION 20104, ET SEQ.....	31

GENERAL CONDITIONS

1) BASIC DEFINITIONS:

A. The term "Change Order" shall refer to a written agreement in the form included in these Contract Documents, signed by the SBCOG, Owner's Representative, Construction Manager, and Contractor, modifying the Contract.

B. The term "Claim" (see Paragraph 39).

C. The term "Construction Change Directive" (C.C.D.) shall refer to a written directive, signed by SBCOG, directing Contractor to perform and/or omit certain work as specified within the Construction Change Directive. The Contractor shall promptly comply with the Construction Change Directive and promptly perform and/or omit the work specified in the Construction Change Directive.

D. The term "Contract" means the Contract Documents.

E. The term "Contract Documents" consists of all documents listed in Paragraph 2, Contract Documents, of these General Conditions.

F. The term "Contract Sum" means the total compensation specified in the Contract. The Contract Sum may be adjusted by Change Order.

G. The term "Contract Time" means the number of days set forth in the Bid Proposal within which the full completion of the Contractor's work must be achieved. The Contract Time may be adjusted by Change Order.

H. The term "Contractor" means the person or firm identified as such in the Contract, or its authorized representative.

I. The term "SBCOG" means the Council of San Benito County Governments, its trustees, officers, and employees.

J. The term "Owner's Representative" means the SBCOG, its officers, employees, and designees. SBCOG may, at any time, without prior notice to or approval by Contractor, replace Owner's Representative with a new Owner's Representative. Upon Contractor's receipt of notice from SBCOG of such replacement, Contractor shall recognize such person or firm as Owner's Representative for all purposes under the Contract Documents.

K. The term "Project" means the total of the work and obligations agreed to be performed by Contractor under the Contract.

L. The term "day" means a calendar day unless otherwise specifically noted.

M. The term "Architect" means the design professional that prepared the Contract Documents and serves as an authorized representative. The Architect will assist SBCOG with administration of the Contract.

2) CONTRACT DOCUMENTS: The Contract Documents consist of the Notice to Contractors; Instructions to Bidders; Bid Proposal; Bidder's Bond; Names and Titles Form; Noncollusion Affidavit; Statement of Compliance; Designation of Subcontractors; Bidder's Qualifications; Guaranty; Contractor's Certificate as to Worker's Compensation; Affidavit Concerning Employment of Undocumented Aliens; Contract; General Conditions; **Plans dated September 20, 2024**; any addenda issued; Change Orders; and any other documents described as such within these Contract Documents.

3) EXAMINATION OF CONTRACT DOCUMENTS AND SITE OF WORK: Each bidder shall examine carefully the site of the work and the Contract Documents, and shall satisfy itself as to the character, quality, and quantity of the surface and subsurface materials or obstacles to be encountered.

The submission of a bid proposal shall be conclusive evidence that the Contractor has satisfied itself through Contractor's own investigation as to the conditions to be encountered; the character, quality, and scope of work to be performed; the materials and equipment to be furnished; and all requirements of the Contract Documents.

Where investigations of subsurface conditions have been made with respect to foundation or other structural design, and that information is made available to Contractor or shown in the Contract

CONTRACTING REQUIREMENTS

Documents, said information represents only the statement as to the character of materials which have been actually encountered by it in its investigation, and is only made available or included for the convenience of bidders.

Investigations of subsurface conditions are made for the purpose of design, and SBCOG assumes no responsibility whatsoever with respect to the sufficiency or accuracy of borings, the log of test borings, or other preliminary investigations, or of the interpretation thereof, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or any part of it, or that unanticipated conditions may not occur. When a log of test borings is made available to Contractor or included in the Contract Documents, it is expressly understood and agreed that said log of test borings does not constitute a part of the Contract, and represents only an opinion of the SBCOG as to the character of the materials to be encountered, and is made available or included in the Contract Documents only for the convenience of the bidders. Making such information available to bidders is not to be construed in any way as a waiver of the provisions of the first two paragraphs of this section, and bidders must satisfy themselves, through their own investigations, as to conditions to be encountered.

The Contractor shall promptly, and before the following conditions are disturbed, notify SBCOG and Owner's Representative, in writing, of any:

A. 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, including but not limited to PCB's, lead or asbestos.

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

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

SBCOG shall promptly cause an investigation of the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, shall issue a Change Order or Construction Change Directive.

In the event that a dispute arises between SBCOG 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 required by the Contract, but shall proceed with all work to be performed under the Contract.

Nothing contained within this Section or the Contract Documents relieves the Contractor of its obligations set forth in the first two paragraphs of this Section.

4) ADDENDA: If discrepancies or apparent errors are found in the Contract Documents prior to the date of bid opening, bidders shall submit a written request for clarification, which response to said request will be given in the form of addenda to all bidders, if time permits. Otherwise, in figuring the work, bidders shall consider that any discrepancies or conflict between Contract Documents shall be governed by Paragraph 21, Intent of Plans and Specifications, and Paragraph 26, Conformance with Codes and Standards, of the General Conditions.

The correction of any discrepancies in, or omissions from the drawings, specifications, or other Contract Documents, or any interpretation thereof, during the bidding period will be made only by an addendum issued by the Owner's Representative. Each such addendum issued by the Owner's

CONTRACTING REQUIREMENTS

Representative shall be made a part of the Contract. Any other interpretation or explanation of such documents will not be considered binding.

5) PROPOSAL: The Contractor's proposal shall be made on the form provided, with all items filled out, and properly signed. The proposal shall be signed in longhand; by the Contractor if an individual, by a member of the partnership, or by an officer of a corporation authorized to sign contracts in its behalf. If made by a corporation, the proposal shall show the name of the State under the laws of which the corporation is chartered or organized.

Bidders are warned against making erasures or alterations of any kind on their proposal. Proposals which contain omissions, erasures, alterations, conditions, or additions not called for may be rejected.

The proposal shall be enclosed in a sealed envelope having the name of the Project, as it appears on the proposal, and the name and address of the bidder shown thereon.

6) LIST OF SUBCONTRACTORS: In accordance with California Public Contract Code, Chapter 4 (commencing with Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California (Subletting and Subcontracting Fair Practices Act), each proposal shall have listed on the form provided with the proposal: (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor, in or about the construction of the work or improvement, or a subcontractor licensed by the State of California, who, under subcontract to the prime 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 one percent (0.5%) of the prime contractor's total bid, and (b) the portion of the work which will be done by each subcontractor. The Contractor shall list only one subcontractor for each such portion as defined by the Contractor in Contractor's bid.

If Contractor fails to specify a subcontractor for any portion of the work to be performed under this Contract in excess of one-half of one percent (0.5%) of the total bid, Contractor agrees to perform that portion itself.

7) WITHDRAWAL OF PROPOSAL: A proposal may be withdrawn at any time prior to the hour fixed in the Notice to Contractors for the opening of bids by a written request of the bidder, filed with SBCOG. The withdrawal of a bid will not prejudice the right of a bidder to file a new proposal within the time prescribed.

8) OPENING OF PROPOSALS: Proposals will be opened and then read publicly at the time and place indicated in the Notice to Contractors, or as soon thereafter as is reasonable. Bidders or their representatives and others interested are invited to be present.

9) BIDDER'S BOND: The proposal must be accompanied by a bidder's bond, certified check, or cashier's check in an amount not less than ten percent (10%) of the amount bid. The bidder's bond must be signed in favor of SBCOG, and the certified check or cashier's check must be made payable to SBCOG. The Contractor shall pay to SBCOG such sums from said bond, certified check, or cashier's check as necessary to reimburse SBCOG for costs incurred for failure of the successful bidder to complete, sign and return in strict compliance with these Contract Documents, if requested to do so, Contractor Qualifications Questionnaire, or enter into a contract. The amount of said bond, certified check, or cashier's check shall not be deemed to constitute a penalty or liquidated damages. SBCOG shall not be precluded by such bond, certified check, or cashier's check from recovering from the defaulting bidder damages in excess of the amount of said bond, certified check, or cashier's check incurred as a result of the failure of the successful bidder to complete, sign and return in strict compliance with these Contract Documents, if requested to do so, Contractor Qualifications Questionnaire, or enter into a contract.

10) CONSIDERATION OF PROPOSALS: After the proposals have been opened and read, they will be checked for accuracy and compliance with these Contract Documents.

Bid prices shall include everything necessary for the completion of fulfillment of the Contract, including, but not limited to, furnishing all materials, equipment, tools, labor and services, except as may be provided otherwise in the Contract Documents. When a price is quoted in both words and figures, the words shall prevail in case of a discrepancy.

Bid prices shall include allowance for all taxes, including, but not limited to, all Federal, State, and local taxes.

SBCOG reserves the right to reject any and all proposals; to waive any minor irregularity in a bid; and to accept one schedule of a proposal and reject another.

11) COMPETENCY OF BIDDER: The bidder shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California to do the type of work contemplated in the Project, and shall be skilled and regularly engaged in the general class or type of work called for under this contract, with at least 5 years of experience in the project type.

12) DISQUALIFICATION OF BIDDERS: More than one proposal in the same project trade component from any individual, firm, partnership, corporation, or association, under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work will cause the rejection of all proposals in which such bidder is interested. If there is reason to believe that collusion exists among the bidders, none of the participants in such collusion will be considered. Any proposal in which the prices obviously are unbalanced may be rejected.

13) RELIEF OF BIDDERS: Attention is directed to the provisions of Public Contract Code section 5100, and following, concerning relief of bidders, and in particular to the requirement therein that if the bidder claims a mistake was made in Contractor's bid, the bidder shall give the SBCOG written notice within five (5) days after opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

14) AWARD OF CONTRACT: Award of the Contract, if awarded at all, will be to the lowest responsible bidder whose proposal complies with the specified requirements. The award, if it be awarded, will be made by SBCOG within sixty (60) days after opening of the proposals.

The low bid will be determined by the base bid. SBCOG reserves the right to include in the Contract, if a Contract is awarded, the base bid only, or the base bid plus any alternate bid or combinations of alternates bid.

15) RETURN OF PROPOSAL GUARANTEES: When the award of the contract has been made, the proposal guarantees accompanying the three lowest bids shall be retained. All other guarantees for bids not to be further considered in making the award will be returned. The retained guarantees will be returned when the Contract has been fully signed.

16) SIGNING OF CONTRACT: A Contract shall be signed by the successful bidder in triplicate on the form provided and returned to SBCOG, within ten (10) days after date of dispatch of the Contract forms. After signing by SBCOG, one copy will be delivered to the Owner's Representative, and one copy shall be returned to the Contractor.

If the bidder to whom the award is made fails or refuses to enter into the Contract within ten (10) calendar days from the time the Contract forms are dispatched by SBCOG, Paragraph 9, Bidder's Bond, of these General Conditions shall apply. SBCOG may then award the Contract to the next lowest responsible bidder. This will be done after the failure or refusal of the low bidder to enter into the Contract, as is convenient for SBCOG. If the next lowest responsible bidder fails or refuses to enter into the CONTRACTING REQUIREMENTS

Contract, then Paragraph 9, Bidder's Bond, of these General Conditions shall apply. SBCOG may then award the Contract to the next lowest responsible bidder.

17) CONTRACT BONDS: Within ten (10) days of SBCOG's dispatch of Notice of Award, the Contractor shall furnish corporate surety bonds to the benefit of the SBCOG, issued by a surety company acceptable to the SBCOG and authorized and admitted to do business in the State of California, as follows:

A. Faithful Performance Bond -- In a sum not less than one hundred percent (100%) of the total contract price as set forth in the Contract to guarantee the Contractor's faithful performance of all covenants and stipulations of the Contract. The bond shall contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

B. Payment Bond -- In a sum not less than one hundred percent (100%) of the total contract price as set forth in the Contract to guarantee the payment of wage, and bills contracted for materials, supplies, or equipment used in the performance of the Contract. The bond shall be in accordance with the provisions of Sections 3225, 3226, and 3247 to 3252, inclusive, of the Civil Code of the State of California, and Section 13020 of the Unemployment Insurance Code of the State of California. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

Faithful Performance Bond and Payment Bond samples are contained within these Contract Documents.

18) NOTIFICATION OF SURETY COMPANIES: The surety companies shall familiarize themselves with all provisions and conditions of the Contract. It is understood and agreed that the surety or sureties waive the right of special notification of any modifications or alterations, omissions or reductions, extra or additional work, extensions of time, or any other act or acts by SBCOG or its authorized agents under the terms of the Contract; and failure to so notify the surety companies of such changes shall in no way relieve the surety or sureties of their obligations under this Contract. The surety expressly waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

19) INSURANCE: Within ten (10) days of SBCOG's dispatch of Notice of Award, the Contractor shall furnish a Certificate of Insurance substantiating the fact that Contractor has taken out the insurance hereinafter set forth for the period covered by the Contract with an insurance carrier acceptable to the SBCOG and under terms satisfactory to the SBCOG. Insurance industry's standard Accord Certificate of Insurance or binder forms shall bear an endorsement precluding the cancellation or reduction of coverage of any policy covered by such Certificate or binder before the expiration of thirty (30) days after the SBCOG shall have received notification of such cancellation, suspension, reduction, or voided coverage. Contractor shall immediately furnish copies of its insurance policies required under this Contract to the SBCOG upon request. In the event Contractor does not have a Certificate of Insurance or binder evidencing the proper insurance coverages, the Contractor shall not be allowed on the work site.

All insurance policies shall by endorsement include SBCOG, its trustees, officers, employees, agents, inspectors, construction managers, project managers, consultants, subconsultants, their employees, and each of them, as additional insureds to protect, as well as to provide the defense of, from all suits, actions, damages, liability, or claims of every type and description to which they may be subjected or put by reason of, or resulting from, the Contractor's performance of the Contract. Contractor's insurance shall apply as primary insurance, and any other insurance carried by the additional insureds identified above shall apply as excess and will not contribute with this insurance.

Each insurance policy shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured

CONTRACTING REQUIREMENTS

against another insured, and the coverage's afforded shall apply as though separate policies had been issued to each insured; (2) It acts as primary insurance, and that no insurance held or owned by SBCOG shall be called upon to cover, either in full or in part, any loss covered under the policy acquired by Contractor; and (3) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments "are not included as part of the insurance policies limits of liability." If any of the policies indicate that defense costs are included in the general aggregate limit, then the required general aggregate limits shall be a minimum of \$2,000,000 or more at SBCOG's discretion.

If the Contractor fails to maintain such insurance, SBCOG may take out insurance to cover damages of the below-mentioned classes for which SBCOG might be held liable on account of the Contractor failing to pay such damages and deduct and retain the amount of the premium for such insurance from any sums due the Contractor under the Contract. Failure of SBCOG to obtain such insurance shall in no way relieve the Contractor from any of its responsibilities under the Contract.

Without limiting Contractor's duty to indemnify, the minimum insurance coverages to be obtained by the Contractor as hereinabove referred to are as follows:

A. Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$2,000,000 per occurrence. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11 85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000).

B. All Risk Property Coverage or Builders Risk Insurance in an amount equal to or greater than the contract amount and shall cover the full replacement cost of the building and improvements in the event of loss, damage, or destruction by fire or other perils commonly covered by standard extended coverage. Such amount shall be adjusted in accordance with adjustments in the contract amount. The subject insurance policy shall protect the interest of SBCOG, Contractor, subcontractors and sub-subcontractors with respect to work performed under this contract, and shall provide broad form all-risks coverage, including insuring against perils of fire, theft, flood, vandalism, malicious mischief, collapse and debris removal. Contractor shall be responsible for all losses to the work performed under this contract until completion of the work and final payment by owner. Contractor shall maintain property insurance until such final payment has been made by owner.

C. Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence. The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

D. Workers' Compensation Insurance, The Contractor shall be a qualified self-insurer or shall carry full Workers' Compensation and Employers' Liability insurance coverage, either through the State Compensation Insurance Fund or a standard approved policy obtained from a licensed insurance carrier for all persons employed, either directly or through subcontractors, in carrying out the work under this Contract in accordance with the "Workers' Compensation and Insurance Act," Division IV thereof. Employers' limits of liability shall be the prevailing statutory limits of liability.

Any exceptions to the provisions of this section must be delineated in the Contract Documents. In addition, it is understood and agreed that an excess insurance policy or an umbrella policy (following form) may be utilized to meet the above-required limits of liability for Commercial/Comprehensive General Liability, Business Automobile Liability policy, and the Workers' Compensation Employers' Liability.

20) PRE-CONSTRUCTION CONFERENCE: Prior to the start of construction, a conference will be called by SBCOG or Owner's Representative for the purpose of reviewing the construction program with the Contractor. At this conference, the sequence of work, methods of access to the construction site and temporary facilities shall be reviewed by the Contractor and SBCOG. Coordination of utilities within the project limits, including relocations and maintenance of existing facilities and additions thereto, shall be confirmed in writing by utility representatives and the Contractor at this conference, or within five (5) working days thereafter.

21) INTENT OF PLANS AND SPECIFICATIONS: It is the intent of these Contract Documents that the work performed under the Contract shall result in a complete operating system in satisfactory working condition with respect to the functional purposes of the installation, and no extra compensation will be allowed for anything omitted but fairly implied. The prices paid for the various items in the proposal shall include full compensation for furnishing all labor, materials, tools, equipment, overhead, profit, incidentals, and doing all work necessary to complete the finished product as provided in the Contract Documents.

The specifications and drawings are intended to be explanatory of each other. Any work shown on the drawings, and not in the specifications, or vice versa, is to be treated as if indicated in both. In the case of conflict or inconsistency, the Supplementary Conditions (if any) shall control over the General Conditions, the General Conditions shall control over the Technical Specifications, and the Technical Specifications shall control over the drawings. Figured dimensions shall control over scaled measurements. In all cases, the more costly or expensive interpretation is deemed to control and be the interpretation incorporated into the Contract Documents and Contract Sum.

Organization of the specifications into various subdivisions and the arrangement of the drawings shall not control Contractor in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Unless otherwise stated in the Contract Documents, technical words and abbreviations contained in the Contract Documents are used in accordance with commonly understood construction industry meanings, and nontechnical words and abbreviations are used in accordance with their commonly understood meanings.

The Contract Documents may omit modifying words such as "all" and "any", and articles such as "the" and "an", but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. The use of the word "including," when following any general statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as "without limitation," "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably be deemed to fall within the broadest possible scope of such general statement.

Whenever the context so requires, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include corporation, partnership, trust, or other legal entity whenever the context so requires. The captions and headings of the various subdivisions of the Contract Documents are intended only as a matter of reference and convenience, and in no way define, limit, or prescribe the scope or intent of the Contract Documents or any subdivision thereof.

Contractor shall assume responsibility for design of systems and fabrications needed to meet performance criterion described in the Contract Documents. Design by Contractor shall include, but is not limited to, concrete form work, casework joinery, fire sprinkler systems, mechanical and electrical systems represented diagrammatically on Contract Drawings. Design shall be governed by descriptive criterion specified for each item. Contractor shall also assume responsibility for temporary structures used to implement construction such as shoring and scaffolding.

22) CLARIFICATION OF CONTRACT DOCUMENTS: Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in the Contract Documents, or in the event of any doubt or question arising respecting the true meaning of the Contract Documents, the Contractor shall apply to the Owner's Representative for such further explanations as may be necessary. The Contractor shall thoroughly review all Requests for Information (RFI's) submitted by subcontractors prior to submission to the Owner's Representative to determine whether such RFI's is already answered in the Contract Documents. Contractor represents to SBCOG and Owner's Representative, that by submission of an RFI, Contractor has thoroughly reviewed the RFI and thoroughly reviewed the Contract Documents, and determined that the RFI is not answered or reasonably inferable in the Contract Documents, and that the RFI pertains to an unforeseen condition or circumstance that is not described in the Contract Documents, that there is a conflict or discrepancy in the Contract Documents, or there is an omission in the Contract Documents. In the event any RFI is answered or reasonably inferable from the Contract Documents, Contractor agrees to pay the Owner's Representative and SBCOG the reasonable cost for their time and expenses associated with reviewing and responding to RFI's which are already answered or reasonably inferable from the Contract Documents. In the event of a disagreement over such compensation, the judgment of the Owner's Representative shall control. Conflicting standards and other requirements: If with two or more standards or requirements are specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for direction before proceeding. Quantities apply to drawings and specifications if they differ from one another.

23) PLANS AND SPECIFICATIONS TO BE FURNISHED: The Contractor will be furnished, free of charge, *three (3)* copies of the Contract Documents. The Contractor shall retain an approved complete set of Contract Documents on the job at all times during the progress of the work.

24) SUPPLEMENTAL DRAWINGS AND INSTRUCTIONS: In addition to the drawings incorporated in the Contract at the time of signing, the architect or engineer may furnish such working drawings and supplemental drawings from time to time as may be necessary to make clear, or to define in greater detail, the intent of the Contract drawings and specifications. In furnishing such additional drawings and/or instructions, the architect or engineer shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the nature of the work. These working drawings and supplemental drawings shall become a part of the Contract Documents, and the Contractor shall make its work conform to them.

25) CONFORMANCE WITH CODES AND STANDARDS: All work and materials shall be in full accordance with the latest adopted standards and regulations of the State Fire Marshal; the Uniform Building Code; the National Electrical Code; the Uniform Plumbing Code; Americans With Disabilities Act; Cal OSHA; and all other applicable codes, laws, or regulations. Nothing in these Contract Documents is to be construed to permit work not conforming to these requirements. Contractor agrees that immediately upon signing of the Contract, Contractor will diligently review the Contract Documents and determine if any work described or inferred within the Contract Documents is not in conformance with these requirements. Should Contractor discover work within the Contract Documents not in conformance with these requirements, Contractor agrees to immediately notify Owner's Representative in writing of said nonconformance, and to not proceed with nonconforming work. When the work detailed in the Contract Documents differs from governing codes, it is understood and agreed that the Contract Sum is based upon the more costly or expensive standard.

26) PERSONAL ATTENTION AND SUPERINTENDENCE: The Contractor shall give Contractor's personal attention to, and shall supervise the work to the end that it shall be faithfully prosecuted. Contractor shall keep on the work at all times throughout its progress, a competent superintendent who shall represent the Contractor in Contractor's absence, and shall have complete authority to represent and act for the Contractor. Whenever the Contractor or Contractor's superintendent

is not present on a particular part of the work, the Owner's Representative or SBCOG may stop the work until the Contractor or Contractor's superintendent arrives.

The Contractor shall be liable for the faithful observation of any instructions delivered to Contractor or to Contractor's authorized representatives. Any order given by the Owner's Representative not otherwise required by the specifications to be in writing will, on request of the Contractor, be given or confirmed by the Owner's Representative in writing.

27) BEGINNING OF WORK: The Notice to Proceed shall constitute authority for the Contractor to enter upon the site of the work and to begin operations, upon condition that the Contractor has strictly complied with all requirements of these Contract Documents, including but not limited to, furnishing all required documentation and certificates of insurance. If Contractor has not provided SBCOG with all documents required by these Contract Documents as of the date of the Notice to Proceed, Contractor shall not be allowed on the site of the work or allowed to start work on the Project, notwithstanding the issuance of a Notice to Proceed.

When the Contractor has started work on the Project, the Contractor shall diligently prosecute the work to completion within the time limit provided in the Contract Documents.

The Contractor shall give SBCOG and Owner's Representative at least two (2) working days' notice of Contractor's intention to start work, specifying the time, date, and location at which the Contractor intends to begin.

Contract time shall begin five (5) days after the date of dispatch of the Notice to Proceed, whether or not Contractor is allowed on the work site due to Contractor's failure to furnish SBCOG with all documentation required by these Contract Documents. In no event shall there be a period of time greater than thirty (30) days, from the time the Contract is dispatched by SBCOG to the Contractor and the commencement of the Contract Time, regardless of the receipt or lack thereof by SBCOG of all documents required by these Contract Documents.

28) PROGRESS SCHEDULE: SBCOG's receipt of a proposed progress schedule and monthly updated progress schedules, all in strict compliance with these Contract Documents shall be conditions precedent to the Owner's Representative's or SBCOG's approval of the Contractor's periodic pay requests and/or the SBCOG's obligation to request payment be issued to Contractor.

The Contractor shall, to every reasonable extent, carry on the work of construction of the various elements of the project concurrently, and shall not defer construction of any portion of the work in favor of any other portion without the express written approval of the Owner's Representative or SBCOG.

29) RESPONSIBILITY FOR ACCURACY: The Contractor shall obtain all necessary measurements for and from the work, and shall check dimensions, elevations, and grades for all layout and construction work and shall supervise such work, the accuracy for all of which Contractor shall be responsible. Each subcontractor shall adjust, correct, and coordinate Contractor's work with the work of others so that no discrepancies will result in the whole work.

Contractor shall be responsible for verifying that all information and data contained and set forth in all of Contractor's submittals that may be required by the Contract Documents, comply in all respects with the Contract Documents.

30) EFFECT OF INSPECTION OR USE: Neither the inspection by an inspector, SBCOG, Owner's Representative, construction manager, architect, engineer, or anyone acting in their behalf, nor any measurement, approved modification, submittal, shop drawing, order, or certificate, nor acceptance of any part or whole of the work, or payment of money, nor any possession or use by SBCOG or its agents, shall operate as a waiver of any provisions of the Contract or of any power or authority reserved

therein, or of any right to damages thereunder; nor shall the waiver of any breach of this Contract be held to be a waiver of any subsequent or other breach.

31) INSPECTION: All work done and all materials and equipment furnished under this Contract shall be subject to the inspection and approval of the Owner's Representative and/or SBCOG. They shall at all times have access to the work during its construction, and shall be furnished with every reasonable facility and assistance for ascertaining that the materials and workmanship are in accordance with the requirements and intent of the Contract Documents. Any work constructed without inspection as provided above, except with the specific written consent or approval of the Owner's Representative and Construction Manager, or constructed contrary to the instructions or orders of the Owner's Representative, Construction Manager, or his or her authorized representative, must, if requested by the Owner's Representative or SBCOG, be uncovered for examination and properly restored at the Contractor's expense.

The inspection of the work by SBCOG, SBCOG's inspector(s), Construction Manager, architect, engineer, consultants or anyone acting in their behalf, does not relieve the Contractor of any of Contractor's obligation to fulfill the Contract as prescribed. Any work, materials, or equipment not meeting the requirements and intent of the Contract Documents shall be rejected, and unsuitable work or materials shall be made good, notwithstanding the fact that such work or materials may have previously been inspected or approved and payment therefor may have been made. If nonconforming work, materials, or equipment not meeting the requirements and intent of the Contract Documents is discovered, and the Contractor fails to remedy the nonconforming work, materials, or equipment, or SBCOG agrees in writing to accept the nonconforming work, materials, or equipment, Contractor agrees to sign a Change Order or otherwise reimburse SBCOG in a sum equal to the cost to remedy the nonconforming work, materials, or equipment. It is expressly understood and agreed that SBCOG will be entitled to recover from Contractor the full cost of remedying nonconforming work, materials, or equipment, and that diminution in value will not be considered as a method for valuing SBCOG's damages for nonconforming work, materials, or equipment, and further that the doctrine of economic waste will not be a defense to the SBCOG's recovery from Contractor of the full and complete cost and expense of remedying nonconforming work, materials, or equipment.

Re-examination of any work may be ordered by SBCOG, Construction Manager and/or the Owner's Representative, and such work must be uncovered by the Contractor. The Contractor shall pay the entire cost of such uncovering, re-examination, and replacement if the work does not conform to the Contract Documents.

32) REMOVAL OF REJECTED MATERIALS OR WORK: The Contractor shall, upon request and without delay, remove from the site of the work, all rejected or condemned materials of any kind brought to, or incorporated in, the work. No such rejected or condemned materials shall again be offered for use in any work under the Contract. All work which has been rejected shall be remedied, or removed and replaced, by the Contractor in a manner acceptable to SBCOG at Contractor's expense.

Upon failure of the Contractor to comply within forty-eight (48) hours with any written order of SBCOG or Owner's Representative made under this section, or to make satisfactory progress in so doing, SBCOG may cause such rejected materials to be removed, or such rejected work to be remedied, or removed and replaced, and deduct and retain the costs from any sums due or to become due to the Contractor.

33) USE OF COMPLETED PORTIONS: SBCOG shall have the right at any time during the progress of this work to take over and place in service any completed or partially completed portion of the work, notwithstanding the time for completion of the entire work or such portions which may not have expired; but such taking possession thereof shall not be deemed an acceptance of any of the work, nor work on those portions not completed in accordance with the Contract Documents.

34) MEANS AND METHODS: Neither Owner's Representative nor SBCOG will have control over, be in charge of, nor be responsible for construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the work, since these are solely Contractor's responsibility, unless otherwise required by the Contract Documents.

35) DELAYS: The Contractor agrees to complete all of its work required in the Contract Documents, or any subsequent revisions or modifications thereto, within the time specified in the Bid Proposal, subject to Change Orders increasing or decreasing the time specified. It is agreed by the parties to this Contract that time is of the essence to the performance of this Contract by Contractor, and that in case all work called for under the Contract is not completed in all respects and requirements within the time called for in the Contract Documents, plus any agreed upon extensions of time, damage will be sustained by SBCOG.

36) EFFECT OF EXTENSION OF TIME: The granting of an extension of time for the completion of the work on account of delays which, in the judgment of SBCOG, are unavoidable delays, or granted for the performance of extra or additional work, shall in no way operate as a waiver on the part of SBCOG of any of its rights under this Contract.

37) CLAIMS: A Claim is any request by Contractor to adjust, alter, modify, or otherwise change the Contract Sum or the Contract Time, or both. A Claim must be stated with specificity, including identification of the event or occurrence giving rise to the Claim, the date of the event, and the asserted affect on the Contract Sum and the Contract Time, if any. The Claim shall include adequate supporting data. Adequate supporting data for a Claim for an adjustment of the Contract Time shall include scheduling data demonstrating the impact of the event on the critical path and completion of the Project. Adequate supporting data for a Claim for an adjustment in the Contract Sum shall include a detailed cost breakdown of items included within the Claim and documentation supporting each item of cost.

Contractor shall submit all Claims to SBCOG before proceeding to perform the work, or portions of the work, giving rise to such Claim. Contractor hereby expressly waives any Claims of which Contractor was aware, whether or not the exact amounts of such Claims were ascertainable, and that are not submitted to SBCOG prior to Contractor proceeding to perform the work, or portions of the work, giving rise to such Claims.

All Claims shall be submitted to SBCOG and Owner's Representative for decision within fifteen (15) days after the event or occurrence giving rise to the Claim. Contractor hereby expressly waives all Claims not made within the aforesaid time limit.

Claims must be submitted to SBCOG before the date of final payment. Contractor hereby expressly waives all Claims not submitted, in complete and proper form, on or before the date of final payment.

Contractor expressly waives any Claims for delay or adjustment to the Contract Time if the Contractor fails to provide written notice to SBCOG within three (3) days of the event or occurrences giving rise to the delay. Said written notice shall include the event or occurrence giving rise to the delay, the estimated duration of the delay, and the impact of the event or occurrence upon the critical path and completion of the Project. Contractor will not be entitled to adjustments to the Contract Time for delays attributable to weather, unless such delays are attributable to weather which is abnormal and delays the completion of the Project. Abnormal is to be based upon locally recognized annual weather patterns for the month in which the abnormal weather occurs.

As used herein, the following terms shall have the following meanings:

"Excusable Delay" means any delay of the completion of the Project beyond the expiration of the Contract Time caused by conditions beyond the control and without the fault or negligence of the Contractor such as strikes, embargoes, fire, unavoidable casualties, unusual delays in transportation, national emergency, and stormy and inclement weather conditions in which the work cannot continue.

The financial inability of the Contractor or any subcontractor and default of any subcontractor, without limitation, shall not be deemed conditions beyond the Contractor's control. An Excusable Delay may entitle the Contractor to an adjustment in the Contract Time.

"Compensable Delay" means any delay of the completion of the work beyond the expiration date of the Contract Time caused by the gross negligence or willful acts of SBCOG or Owner's Representative, and which delay is unreasonable under the circumstances involved, and not within the contemplation of the parties. A Compensable Delay may entitle the Contractor to an extension of the Contract Time and/or Contract Sum. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hinderance, or disruption.

"Inexcusable Delay" means any delay of the completion of the Project beyond the expiration of the Contract Time resulting from causes other than those listed above. An Inexcusable Delay shall not entitle the Contractor to an extension of the Contract Time or an adjustment of the Contract Sum.

The Contractor may make a Claim for an extension of the Contract Time, for an Excusable Delay or a Compensable Delay, subject to the following:

A. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last.

B. If an Inexcusable Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, by which the Excusable Delay or the Compensable Delay exceeds the Inexcusable Delay.

C. If an Inexcusable Delay occurs concurrently with both an Excusable Delay and a Compensable Delay, the maximum extension in the Contract Time shall be the number of days, if any, by which the number of days determined pursuant to Subparagraph (a) exceeds the number of days of the Inexcusable Delay.

D. For a Compensable Delay, the Contractor shall only be entitled to an adjustment in the Contract Sum in an amount equal to the actual additional labor costs, material costs, and unavoidable equipment costs incurred by the Contractor as a result of the Compensable Delay, plus the actual additional wages or salaries and fringe benefits and payroll taxes of supervisory and administrative personnel necessary and directly employed at the Project site for the supervision of the work during the period of Compensable Delay. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hinderance, or disruption. There shall be no Compensable Delay unless the event or occurrence giving rise to the Compensable Delay extends the actual completion of the Project past the Contract Time.

The parties agree that SBCOG's exercise of its rights to order changes in the work, regardless of the extent and number of changes, or to suspend the work, is within the contemplation of the parties and shall not be the basis for any Claim for Compensable Delay. The rights of the Contractor to adjustments of the Contract Time and the Contract Sum, based on changes ordered in the work or suspension of the work, shall be solely governed by this provision.

38) FALSE CLAIMS: California Penal Code section 72, provides that any person who presents for payment with intent to defraud any SBCOG board or officer, any false or fraudulent claim, bill, account, voucher, or writing, is punishable by fines not exceeding ten thousand dollars (\$10,000.00) and/or imprisonment in the state prison.

Government Code sections 12650, et seq., pertains to civil penalties that may be recovered from persons (including corporations, etc.) for presenting a false claim for payment or approval, presents a false record or statement to get a false claim paid or approved, or other acts, to any officer or employee

CONTRACTING REQUIREMENTS

of any political subdivision of the State of California. Any person or corporation violating the provisions of Government Code sections 12650, et seq., shall be liable for three times the amount of the damages of the political subdivision, plus a civil penalty, plus costs.

All Claims by Contractor, shall include the following certification, properly completed and executed by Contractor or an officer of Contractor:

I, _____, BEING THE _____ (MUST BE AN OFFICER) OF _____ (CONTRACTOR), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE OWNER IS LIABLE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES.

Submission of a Claim, in conformance with all of these requirements of this Contract, and rejection of all or part of said Claim by SBCOG, is a condition precedent to any action by Contractor against SBCOG, including but not limited to, the filing of a lawsuit or making demand for arbitration, if arbitration is expressly provided for in this Contract.

39) CHANGES: SBCOG may request that Contractor provide SBCOG with estimated costs for proposed changes to the work. Contractor agrees to promptly provide SBCOG with detailed, itemized costs for proposed changes to the work and scheduling data demonstrating the impact, if any, of the proposed changes to the work on the Contract Time. Adjustments, if any, in the amount to be paid the Contractor by reason of any modifications of the work as set forth in a Contract Change Order, Construction Change Directive, or arising from Claims shall be determined by one or more of the following methods as elected by SBCOG:

A. Lump Sum Price - By an acceptable lump proposal from the Contractor with attached official sub-contractor breakdown of costs as submitted by each sub-trade.

B. Unit Prices - By unit prices fixed by agreement between SBCOG and the Contractor.

C. Force Account - By ordering the Contractor to proceed with the work and to keep and present in such form as the Owner's Representative or SBCOG may direct, a correct account of the cost of the change, together with all vouchers and associated documentation therefor. The Contractor will be paid for labor, materials, and equipment rental actually used on the Change Order work as follows:

(1) Labor - the Contractor will be paid the reasonable cost of labor for the workmen (including foremen when authorized by the Owner's Representative), used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor, subcontractor, or other forces, will be the sum of the following:

(1-1) Actual Wages - The actual wages paid shall include any reasonable employer payments to or on behalf of the workmen for health and welfare, pension, vacation, and similar purposes.

(1-2) Labor Surcharge - The labor surcharge to be added to the actual wages shall be the reasonable cost of all additional payments made to, or on behalf of the workers, other than

actual wages, as required by State or Federal laws, including by way of example but not limited to, workers' compensation, SUTA, FUTA and FICA.

(1-3) Subsistence and Travel Allowance - The actual reasonable and necessary subsistence and travel allowance paid to such workers.

(2) Materials - The actual cost of the materials to the purchaser, whether the Contractor, a subcontractor, or other forces. If the Contractor does not furnish satisfactory evidence of the cost of such materials, it shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned delivered to the job site. SBCOG reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claims for costs or profit on such SBCOG furnished materials.

(3) Equipment - The use of equipment shall be paid for at the rates listed for such equipment in the current compilation of rental rates of the State of California, Department of Transportation (CalTrans) Division of Highways, applicable to San Benito County or competitive local rental rates of established rental agencies serving the area of the work, whichever is less. If the equipment is not shown on the above-mentioned list, Contractor shall be paid such hourly rental rates as are agreed upon by the Contractor and the Owner's Representative prior to use of the equipment, except that in no case shall such agreed hourly rate exceed the rental rates of established distributors or equipment rental agencies serving the area, plus thirty-three and one-third percent (33-1/3%) for the cost of fuel, oil, lubrication, and field repairs and maintenance.

If the equipment is moved on to the work and used exclusively for extra work, the Contractor will be paid for the cost of transporting it to the job and returning it to its original location. The rental period shall begin when the equipment is unloaded at the site of the extra work, and shall include each day that the equipment is at the site of, and performing or utilized for, such extra work, excluding Saturdays, Sundays, and legal holidays, unless extra work is performed on such days, and shall terminate at the end of the day on which such extra work is completed or the Owner's Representative directs the Contractor to discontinue the use of such equipment.

The rental time to be paid for equipment already on the work, or which is used for other than such extra work, shall be the actual time the equipment is in operation on the extra work, plus the time required to move the equipment to the site of the extra work and return it to its original location.

To the totals as computed above, shall be added the following percentages for profit and overhead:

Labor	Fifteen Percent (15%)
Materials	Fifteen Percent (15%)
Equipment Rental	Fifteen Percent (15%)

For Change Order work performed by a subcontractor, compensation for such work shall be based on all direct costs as listed in the subcontractor's portion of the proposal plus the above percentages. The Contractor may add five percent (5%) to the subcontractor's proposal for Contractor's overhead and profit. Contractor may also add actual cost of subcontractor's bond (if any) and a markup on such bond not to exceed one percent (1%). Overhead and profit for all tiers of Contractor and subcontractors shall in no event exceed fifteen percent (15%) of the cost of the work. Distribution of the overhead and profit among the Contractor and the subcontractors is the responsibility of the Contractor.

The allowances for overhead and profit as enumerated in the preceding subparagraphs shall include full compensation for any and all items of overhead including but not limited to, superintendence,
CONTRACTING REQUIREMENTS

field overhead, home office overhead (absorbed and unabsorbed), Contractor bonds, insurance, general conditions, clean-up, safety meetings, mandated programs and processing of Claim and Change Order documents.

The amount of payment agreed upon or, in the absence of agreement, selected by SBCOG shall be set forth in the Change Order or Construction Change Directive.

40) PAYMENTS: Within ten (10) days after signing the Contract, but in any event prior to the first application for payment, Contractor shall submit to Owner's Representative and SBCOG a cost breakdown of the Contract Sum. The cost breakdown shall itemize, as separate line items, the cost of each work activity and all other costs, including warranties, record documents, insurance, bonds, overhead expenses, and the total allowance for profit, the total of which shall equal the Contract Sum. The cost breakdown shall include a separate line item cost for each activity listed on Contractor's initial (as-planned) schedule. The cost breakdown, when accepted by SBCOG and Owner's Representative, shall become the basis for determining the cost of work performed for the Contractor's applications for payment.

On or before the first (1st) day of the month, Contractor shall submit to Owner's Representative an itemized application for payment for the cost of the work in permanent place, as approved by the Owner's Representative, which has been completed in accordance with the Contract Documents as of the twentieth (20th) day of the preceding month, less amounts previously paid. The application for payment shall be prepared in a form acceptable to SBCOG and Owner's Representative, and shall contain itemized amounts in accordance with the cost breakdown. The applications for payment shall not include requests for payment on account of changes which have not been authorized by Change Orders, or for amounts Contractor does not intend to pay a subcontractor because of a dispute or other reason. By submission of an application for payment, Contractor represents to SBCOG that all work for which Contractor is seeking compensation, has been performed in strict compliance with these Contract Documents.

If requested by SBCOG, an application for payment shall be accompanied by a summary showing payment that will be made to subcontractors covered by such application, and unconditional waivers and releases of claims and stop notices, from each subcontractor listed in the preceding application for payment covering sums disbursed pursuant to that preceding application for payment.

Contractor warrants that upon submittal of an application for payment, all work for which certificates of payment have been previously issued and payment has been received from SBCOG, shall be free and clear of all claims, stop notices, security interests, and encumbrances in favor of Contractor, subcontractors or other persons or firms entitled to make claims by reason of having provided labor, materials, or equipment related to the work.

Approval of all, or any part, of an application for payment may be withheld, a certificate of payment may be withheld, and all or part of a previous certificate for payment may be nullified and that amount withheld from a current certificate for payment, on account of any of the following:

- (a) Defective work not remedied;
- (b) Third-party claims against Contractor or SBCOG arising from the acts or omissions of Contractor or subcontractors;
- (c) Stop notices;
- (d) Failure of Contractor to make timely payments due to subcontractors for material or labor;
- (e) A reasonable doubt that the work can be completed for the balance of the Contract Sum then unpaid;
- (f) Damage to SBCOG or others for which Contractor is responsible;
- (g) Reasonable evidence that the work cannot be completed within the Contract Time, and the unpaid balance of the Contract Sum would not be adequate to complete the work and cover SBCOG's damages for the anticipated delay;

- (h) Failure of Contractor to maintain, update, and submit record documents;
- (i) Failure of Contractor to submit schedules or their updates as required by the Contract Documents;
- (j) Performance of the work by Contractor without properly processed shop drawings;
- (k) Liquidated damages assessed;
- (l) Any other failure of Contractor to perform its obligations under the Contract Documents.

By action of the Council of San Benito County Governments Board, a fund has been established, money encumbered in the current budget, and assigned to the account which is the sole source of funds available for payment of the Contract Sum. Contractor understands and agrees that Contractor will be paid only from this special fund and if for any reason this fund is not sufficient to pay Contractor, Contractor will not be entitled to payment. The availability of money in this fund, and SBCOG's ability to draw from this fund, are conditions precedent to SBCOG's obligation to make payments to Contractor.

Within thirty (30) days of receipt of an approved certificate for payment, properly executed by the Contractor, Owner's Representative, SBCOG's inspector of record for the Project (if any) and County's Auditor, SBCOG agrees to pay Contractor, subject to all of the terms and conditions of these Contract Documents, an amount equal to ninety-five percent (95%) of the sum of the following (less any amounts withheld as permitted by the Contract Documents):

- (a) Cost of the work in permanent place as of the end of the preceding month as set forth and approved on the certificate for payment;
- (b) Less amounts previously paid;
- (c) Less amounts withheld by SBCOG as allowed in the Contract Documents.

Within forty (40) days of recordation of a Notice of Completion, SBCOG agrees to, subject to all of the terms and conditions of these Contract Documents, pay the remaining contract balance, after all offsets and subject to the withholding of amounts due from Contractor.

41) COST AND PRICING DATA: All cost and pricing data submitted by the Contractor to the SBCOG with respect to any change, prospective or completed, or any claim for extra compensation shall be a true, complete, accurate, and current representation of actual cost and pricing of the work. The Owner's Representative or his or her authorized representative may require a formal certification as to cost and pricing data submitted by the Contractor. Certification shall be in the form acceptable to SBCOG.

42) PROCEED WITH WORK: Notwithstanding the making of any Claim or the existence of any dispute regarding any Claim, Contractor shall not cause any delay, cessation, or termination in or of Contractor's performance of the work, but shall diligently proceed with performance of the work in accordance with the Contract Documents.

43) ACCESS TO RECORDS: The Owner's Representative and/or SBCOG, or their authorized representatives, shall have access, upon reasonable notice, during normal business hours, to Contractor and subcontractors' books, documents and accounting records, including but not limited to, bid worksheets, bids, subcontractor bids and proposals, estimates, cost accounting data, accounting records, payroll records, time sheets, cancelled checks, profit and loss statements, balance sheets, project correspondence including but not limited to all correspondence between Contractor and its sureties and subcontractors/vendors, project files, scheduling information, and other records of the Contractor and all subcontractors directly or indirectly pertinent to the work, original as well as change and claimed extra work, to verify and evaluate the accuracy of cost and pricing data submitted with any Change Order, prospective or completed, or any Claim for which additional compensation has been requested or notice of potential Claim has been tendered.

Such access shall include the right to examine and audit such records, and make excerpts, transcriptions, and photocopies at SBCOG's cost.

The parties agree that in the event Contractor or any subcontractor fails to comply with this section, it would be difficult for the SBCOG to determine its actual damages; therefore, Contractor agrees to pay SBCOG, as liquidated damages, the sum of two hundred dollars (\$200.00), which Contractor agrees is reasonable under the circumstances, for each and every calendar day which Contractor or a subcontractor fails or refuses to provide the SBCOG, Owner's Representative, and/or their authorized representatives, access to the materials specified in this section.

Contractor agrees to impose upon its subcontractors by appropriate subcontract provision, the obligations of this section of the General Conditions.

44) DISMISSAL OF UNSATISFACTORY EMPLOYEES: If any person employed by the Contractor, or any subcontractor, shall fail or refuse to carry out the directions of the Owner's Representative or SBCOG; or, in the opinion of the Owner's Representative or SBCOG, is incompetent, unfaithful, intemperate, or disorderly; uses threatening or abusive language to any person representing the Owner's Representative or SBCOG on the work; or is otherwise unsatisfactory, he or she shall be removed from the work immediately, and shall not again be employed on the work.

45) TERMINATION OF UNSATISFACTORY SUBCONTRACTS: When any portion of the work which has been subcontracted by the Contractor is not being prosecuted in a satisfactory manner, the subcontract for such work shall be terminated immediately by the Contractor upon written notice from the Owner's Representative or SBCOG, and the subcontractor shall not again be employed on the type of work in which his or her performance was unsatisfactory.

46) TEMPORARY SUSPENSION OF WORK: The SBCOG shall have the authority to suspend the work wholly or in part for such period as it may deem necessary, due to unsuitable weather, lack of adherence to safety regulations, or to any other conditions it considers unfavorable for the suitable prosecution of the work, or for such time as it may deem necessary, due to the failure on the part of the Contractor to carry out orders given or to perform any provisions of the Contract, or for any other reason. The Contractor shall immediately comply with such written order of the SBCOG to suspend the work wholly or in part. The suspended work shall be resumed only when conditions are favorable or methods are corrected, as ordered or approved in writing by the SBCOG.

If a suspension of the work is ordered by the SBCOG due to the failure on the part of the Contractor to carry out orders or to perform any provisions of the Contract, the days on which the suspension order is in effect shall count against the Contract time, and shall not in any way modify or invalidate any of the provisions of this Contract, and the Contractor shall not be entitled to any damages or compensation on account of such suspension or delay.

47) TERMINATION OF CONTRACTOR'S CONTROL OVER THE WORK: Whenever, in the opinion of the SBCOG, the Contractor has failed to supply an adequate force of labor, equipment, or materials of proper quality, or has failed in any other respect to prosecute the work with the diligence specified in the Contract; or if Contractor should refuse or fail to comply with laws, ordinances, or directions of the Owner's Representative; or if Contractor should fail to make prompt payments to subcontractors or for labor or materials; or otherwise be in breach of this Contract; the SBCOG may give written notice of at least five (5) calendar days to the Contractor and Contractor's sureties that if the defaults are not remedied within a time specified in such notice, the Contractor's control over the work will be terminated.

If the Contractor should be adjudged bankrupt, or make an assignment for the benefit of Contractor's creditors, or if a receiver should be appointed on account of Contractor's insolvency, the SBCOG may declare the Contractor's control over the work terminated, and so notify the Contractor and Contractor's sureties.

Upon such termination, the SBCOG may take possession, and use all or any part, of the Contractor's materials, tools, equipment, and appliances upon the premises to complete the work; the SBCOG assuming responsibility for the final relinquishment of such equipment at the conclusion of the work, or sooner, at its option, in as good condition as when it was taken over, reasonable wear and tear excepted; and the SBCOG agrees to pay for such materials and the use of said equipment at a reasonable compensation.

Upon such termination or the SBCOG's declaration that the Contractor is in default, the SBCOG may direct the surety to complete, or cause to be completed, the Contract work, or the SBCOG may direct that all or any part of the work be completed by day labor, or by employment of other contractors on informal contracts, or both. If the SBCOG directs the surety to complete or cause to be completed, the Contract work, Contractor's performance bond surety agrees to immediately undertake to complete or cause to be completed, all Contract work.

If the Contractor's control over the work is terminated as provided above, the Contractor is not entitled to receive any portion of the amount to be paid under the Contract until it is fully completed. After completion, if the unpaid balance exceeds the sum of the amount expended by the SBCOG in finishing the work, plus all damages sustained, or to be sustained, by the SBCOG, plus any unpaid claims on account of labor, materials, tools, equipment, or supplies contracted for by the Contractor for the work herein contemplated, the excess not otherwise required by these Contract Documents to be retained shall be paid the Contractor. If the sum so expended exceeds the unpaid balance, the Contractor and Contractor's surety are liable to the SBCOG for the amount of such excess. If the surety completes the Contract work as provided above, such surety shall be subrogated to money due under the Contract, and to money which shall become due in the course of completion by the surety. However, Contractor and Surety agree that any subrogation rights of surety are subordinate to and inferior to rights of SBCOG.

The SBCOG reserves the right to terminate the work for its convenience upon written notice to Contractor. In such event, the Contractor shall be paid its reasonable costs for that portion of the work performed to the date of termination, reasonable costs associated with demobilization, plus fifteen percent (15%) of all such costs for overhead and profit.

48) FINAL INSPECTION, FIELD ACCEPTANCE, AND ACCEPTANCE: The Contractor shall notify the Owner's Representative in writing of the completion of the work, and the architect, engineer or Construction Manager/designated SBCOG Inspector of record shall inspect the work. The Contractor, or Contractor's representatives, may be present at the inspection. The Contractor will be notified in writing of any defects or deficiencies to be remedied prior to final acceptance. Within ten (10) calendar days of such notification, the Contractor shall proceed to correct such defects or deficiencies. When notified that this work has been completed, the architect or engineer will again inspect the work to satisfy itself that all work has been done in accordance with the Contract Documents, and will issue a final acceptance letter, and will recommend to the SBCOG that they formally accept the work. Final acceptance by the SBCOG shall cause the commencement of guarantee periods. Within ten (10) days of final acceptance (approval by SBCOG Board) of all work required by these Contract Documents, a Notice of Completion will be filed with the SBCOG Recorder of San Benito County.

49) CLEANING UP: Throughout the construction period, the Contractor shall keep the site of the work in a presentable and safe condition, dispose of any surplus materials, clean out all drainage ditches and structures, and repair any fences or other property damaged during the progress of the work, to the satisfaction of the Owner's Representative and SBCOG.

Upon completion of the work, and prior to requesting final inspection, the Contractor shall thoroughly clean the site of the work of all rubbish, excess material, and equipment, and all portions of the work shall be left in a neat and orderly condition. The final inspection will not be made until this has been accomplished.

If Contractor fails or refuses to fulfill these obligations to the SBCOG's satisfaction, SBCOG may, at its option, undertake these obligations, and withhold the cost of performing these obligations, plus an additional fee of twenty-five percent (25%) for administrative costs, from payments to Contractor.

50) COMPLIANCE WITH LAWS AND REGULATIONS: The Contractor shall keep itself fully informed of, and shall observe and comply with, and shall cause any and all persons, firms, or corporations employed by Contractor or under him, to observe and comply with all State and national laws, and SBCOG and municipal ordinances, regulations, orders, and decrees which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work. Particular attention is called to the following:

A. HOURS OF LABOR - Eight hours of labor shall constitute a legal days' work, and the Contractor or any subcontractor under him, in the performance of the Contract, shall not require more than eight hours of labor in any calendar day, and forty hours of labor in any calendar week, from any person employed by Contractor in the performance of the work under this Contract, except as permitted under the provisions of Section 1815 of the Labor Code of the State of California. The Contractor shall forfeit, as penalty to the SBCOG, fifty dollars (\$25.00) for each workman employed by Contractor or any subcontractor under Contractor in the performance of the Contract for each calendar day during which any workman is required or permitted to labor more than eight hours and for each calendar week during which any workman is required or permitted to labor more than forty hours, in violation of the provisions of such Labor Code.

No work other than overtime and shift work shall be done between the hours of 7:00PM and 7:00AM, except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency; excepting that overtime and/or shift work may be established by the Contractor with reasonable notice and the written permission of the Owner's Representative.

B. PREVAILING WAGE - Pursuant to Section 1770, and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. A copy of the Prevailing Wage Scale is available at the following web site: http://www.dir.ca.gov/DLSR/statistics_research.html#PWD. Failure to pay such prevailing wages shall subject the employer to the penalties set forth in Labor Code Section 1775.

C. LABOR DISCRIMINATION - Contractor shall comply with Section 1735 of the Labor Code of the State of California, which prohibits discrimination in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

D. APPRENTICES - Attention is directed to Section 1777.5 of the Labor Code of the State of California concerning employment of apprentices, and the Contractor is required to comply with the provisions of said Section.

E. TRAVEL AND SUBSISTENCE PAYMENTS - Attention is directed to the requirements of Section 1773.8 of the Labor Code of the State of California. The Contractor shall make travel and subsistence payments to each workman needed to complete the work in accordance with the requirements in said Section 1773.8.

F. WORKERS' COMPENSATION - Pursuant to the requirements of Section 1860 of the Labor Code, the Contractor is required to secure the payment of Workers' Compensation to Contractor's employees in accordance with the provisions of Section 3700 of the Labor Code.

Prior to the commencement of work, the Contractor shall sign and file with the Owner's Representative a certification in the following form:

"I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

Said certification is included in the Contract, and signature and return of the Contract as provided in Paragraph 16 of these General Conditions, "Signing of Contract," shall constitute signing and filing of the said certificate.

G. USE OF PESTICIDES - The Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations, the County Integrated Pest Management (IPM) program, and all other agencies which govern the use of pesticides required in the performance of the work on the Contract.

Pesticides shall include, but shall not be limited to, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliant, desiccants, soil sterilants, and repellents.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes, and any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant shall be considered a pesticide.

H. PAYROLL RECORDS - Attention is directed to Section 1776 of the California Labor Code, a portion of which is quoted below. Regulations implementing said Section 1776 are located in Section 16000, and Sections 16401 through 16403 of Title 8, California Administrative Code. The Contractor shall be responsible for compliance by Contractor's subcontractors.

(1) Each contractor and subcontractor shall keep an accurate payroll 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 conjunction with the public work.

(2) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(b) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(c) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection and copies thereof made; provided, however, that a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor,

subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

(3) Each contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within ten (10) days after receipt of a written request.

(4) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and Social Security number. The name and address of the contractor awarded the contract or performing the contract shall not be marked or obliterated.

(5) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five (5) working days provide a notice of a change of location and address.

(6) In the event of noncompliance with the requirements of this section, the contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the contractor must comply with this section. Should noncompliance still be evident after the ten-day period, the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

The penalties specified in subdivision (f) of Labor Code Section 1776 for noncompliance with the provisions of said Section 1776 may be deducted from any moneys due or which may become due to the Contractor.

I. REPORTING REQUIREMENTS AND SANCTIONS - Failure to deliver to SBCOG specific information, records, reports, certifications, or any other documents required for compliance with these Contract Documents shall be considered noncompliance.

Contractors found by the SBCOG to be in noncompliance are to be advised of the specific deficiencies and urged to make immediate corrections. They should also be advised that monetary deductions may be made for failure to effect corrections or delinquencies.

If the Contractor fails to correct a deficiency within fifteen (15) days after notification, a deduction may be made. In such cases, the deduction shall be ten percent (10%) of the estimated value of the work done during the month, except that the deduction will not exceed ten thousand dollars (\$10,000.00), nor be less than one thousand dollars (\$1,000.00), and shall be deducted from the next progress payment.

Deductions for noncompliance will be in addition to all other deductions provided for in this Contract, and will apply irrespective of the number of instances of noncompliance. Deductions may be made separately and additively for each estimate period in which a new deficiency appears. When all deficiencies for a period have been corrected, the deduction covering that period will be released on the next progress payment. Otherwise, the deduction will be retained.

51) RESPONSIBILITY OF THE CONTRACTOR: The Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary, or proper for performing and completing the work herein required, including any CONTRACTING REQUIREMENTS

Change Order work, disputed work or extra work directed by the SBCOG or Owner's Representative, within the time specified.

If the Contractor discovers any discrepancies during the course of the work between the Contract Documents and conditions in the field, or any errors or omissions in the Contract Documents and conditions in the field, or any errors or omissions in the Contract drawings, specifications, or layout given by stakes, points, or instructions, it shall be the Contractor's duty to inform the Owner's Representative immediately, and the Owner's Representative shall promptly verify the same. Any work done after such discovery until authorized in writing by the Owner's Representative will be done at the Contractor's risk.

In no case shall the use of subcontractors in any way alter the position of the Contractor or Contractor's sureties with relation to this Contract. When a subcontractor is used, the responsibility for every portion of the work shall still remain with the Contractor.

The Contractor shall pay, when due, all valid claims of subcontractors, suppliers, and workmen with respect to the project.

The mention herein of any specific duty or responsibility imposed upon the Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon the Contractor by the Contract, said reference being made herein merely for the purpose of explaining the specific duty or responsibility.

52) INDEMNIFICATION:

A. CONTRACTOR'S PERFORMANCE: Contractor shall defend, indemnify, and save harmless SBCOG and Owner's Representative (including their inspectors, construction managers, project managers, trustees, officers, agents, members, employees, affiliates, consultants, subconsultants, and representatives), and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of, or in connection with, Contractor's operations to be performed under this Contract, including, but not limited to:

- (1) Personal injury (including, but not limited to, bodily injury, emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to, any employees or agents of Contractor, SBCOG, Owner's Representative, Construction Manager, or any subcontractor, or damage to property of anyone including the work itself (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of Contractor, SBCOG, or Owner's Representative, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable;
- (2) Penalties threatened, sought, or imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of Contractor;
- (3) Alleged infringement of any patent rights which may be brought arising out of Contractor's work;
- (4) Claims and liens for labor performed or materials used or furnished to be used on the job, including all incidental or consequential damages from such claims or liens;
- (5) Contractor's failure to fulfill any of the covenants set forth in these Contract Documents;

(6) Failure of Contractor to comply with the provisions of the Contract Documents relating to insurance; and,

(7) Any violation or infraction by Contractor of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational, health, or safety of employees.

The indemnities set forth in this section shall not be limited by the insurance requirements set forth in these Contract Documents.

Contractor's indemnification of SBCOG will not include indemnification for claims which arise as the result of the active negligence of SBCOG, or the sole negligence or willful misconduct of SBCOG, its agents, servants or independent contractors who are directly responsible to SBCOG, or for defects in design furnished by such persons.

53) PERMITS AND LICENSES: The Contractor shall procure all permits and licenses necessary for the normal conduct of its business and construction operations, and all costs associated therewith shall be paid by Contractor.

The Environmental Quality Act of 1970 may be applicable to permits, licenses, and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the Contract. The Contractor shall comply with the provisions of said statutes in obtaining such permits, licenses, and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work.

In the event that the SBCOG has obtained permits, licenses, or other authorizations applicable to the work in conformance with the requirements in said Environmental Quality Act of 1970, the Contractor shall comply with the provisions of said permits, licenses, and other authorizations.

54) PROTECTION OF SBCOG AGAINST PATENT CLAIMS: The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

55) PROTECTION OF WORKERS: The Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety and any other governing body having jurisdiction over the work. The Contractor shall immediately replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that may exist or that the Owner's Representative may indicate. Failure of the Owner's Representative to suspend the work or notify the Contractor of the inadequacy of the safety precautions or noncompliance with the law shall not relieve the Contractor of this responsibility.

The Contractor is warned that when the work involves existing sewers and appurtenances that have been exposed to sewage and industrial wastes, these facilities shall be considered contaminated with disease-causing organisms. Personnel in contact with contaminated facilities, debris, waste water, or similar items shall be advised by the Contractor of the necessary precautions that must be taken to avoid becoming diseased. It is the Contractor's responsibility to urge his/her personnel to observe a strict regimen of proper hygienic precautions, including any inoculations recommended by the local public health officer.

Because of the potential danger of solvents, gasoline, and other hazardous material in the existing sewers and storm drain pipes, these areas shall be considered hazardous. The Contractor shall be aware of these dangers and shall comply with Article 108, "Confined Spaces," of the General Industrial Safety Orders contained in Title 8 of the California Administrative Code.

In the event that this Contract requires the excavation of any trench or trenches in excess of five feet in depth, Contractor shall prepare a detailed design plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trenches. Said detailed design plan and subsequent excavating operations shall fully comply with all local, state and federal regulations including, but not limited to, the Construction Safety Orders, Section 1539, Permits and Section 1540 et seq., Excavation.

A. Safety Program. When requested by SBCOG, Contractor shall submit a proposed safety program which outlines the precautions to be taken by contractor to ensure the safety of SBCOG employees and the public.

B. Material Safety Data Sheets.

(1) Contractor shall provide the SBCOG with copies of current Material Safety Data Sheets (MSDS) on all products subject to the requirements of California Code Section 5144. The MSDS submittals will be required prior to the issue of a Notice to Proceed.

(2) Contractor shall conduct operations in such a way as to comply with manufacturers' recommendations contained in Material Safety Data Sheets.

56) PROTECTION OF MATERIALS AND EQUIPMENT: The Contractor shall protect the work, materials, and equipment from damage due to the nature of the work, the action of the elements, trespassers, or other causes. The Contractor shall properly store materials and equipment, and erect such temporary structures as are required to protect them from damage, including, but not limited to, construction fencing.

57) SANITARY PROVISIONS: The necessary sanitary conveniences for the use of the workers on the project, properly obscured from public observance, shall be constructed and maintained by the Contractor.

58) EXISTING UTILITIES: It is recognized by the Contractor that the location of existing utility facilities as shown on Contract drawings and specifications are approximate; their exact location is unknown.

Recognition is given to the fact that there may be additional utilities existing on the property unknown to either party to the Contract. Location of utilities as shown on drawings and specifications represent the best information obtainable from utility maps and other information furnished by the various agencies involved. The SBCOG warrants neither the accuracy nor the extent of actual installations as shown on the drawings and specifications.

Because of this uncertainty, it may become necessary for the Owner's Representative to make adjustments in the line or grade of sewers or storm drains. Installation of such adjusted lines shall be made at the regular unit price bid for the work, and no additional compensation will be paid therefor, unless the scope and character of the work has been changed.

The Contractor agrees and is required to coordinate and fully cooperate with the SBCOG and utility owners for the location, relocation, and protection of services and utilities. The Contractor's attention is directed to the existence of services and utilities, underground and overhead, necessary for normal house and commercial service for all buildings along the line of work. The Contractor shall make arrangements with utility owners and Underground Service Alert (USA) for the location of all service or utility lines in advance of the actual construction and for the relocation of such facilities, if necessary, by the utility owner or the Contractor.

In accordance with Section 4215 of the Government Code of the State of California, the SBCOG shall make provisions to compensate the Contractor for the costs of locating, repairing damage not due

to the failure of the Contractor to exercise reasonable care, and removing or relocating such main and trunk line utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Compensation will be in accordance with Paragraph 41, Changes, and subject to all of the requirements of Paragraph 39, Claims, of the General Conditions. In the event the Contractor discovers utilities not identified in the Contract Documents, the Contractor shall immediately notify the Owner's Representative and the utility owner by the most expeditious means available and later confirm in writing.

It is understood and agreed that the failure of the Contractor or its subcontractor to comply fully with these provisions constitutes failure of the Contractor to exercise reasonable care and precludes Contractor's recovery from SBCOG for any related costs or damages.

59) COOPERATION WITH OTHERS: The SBCOG or adjacent property owner may perform other work adjacent to or within the project area, concurrent with the Contractor's operations. The Contractor shall cooperate fully with SBCOG in all operations which coincide with other work being performed, and provide SBCOG with such scheduling and other information as may be required by SBCOG to perform such other work. The Contractor shall conduct operations to minimize interference with the work of other forces or contractors performing such work. This work performed by a second contractor may include work which is incomplete or in dispute with the Contractor.

Any disputes or conflicts which may arise between the Contractor and any other forces or contractors retained by the SBCOG, causing delays or hindrance to each other, shall be referred to the Owner's Representative for resolution.

If the work of the Contractor is delayed because of any acts or omissions of any other forces or contractor, the Contractor shall on that account have no claim against the SBCOG other than for an extension of time.

60) AIR POLLUTION CONTROL: The Contractor shall comply with all air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances, and statutes specified in Section 11017 of the Government Code.

Unless otherwise provided in the Contract Documents, material to be disposed of shall not be burned.

61) WATER POLLUTION: The Contractor shall comply with all rules, regulations, ordinances, and statutes which apply to water pollution, including but not limited to, erosion control and Section 7-1.G of the State specifications.

62) SOUND CONTROL REQUIREMENTS: The Contractor shall comply with all sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the Contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

63) UNFAVORABLE WEATHER AND OTHER CONDITIONS: During unfavorable weather and other conditions, the Contractor shall pursue only such portions of the work as will not be damaged thereby. No portions of the work the satisfactory quality or efficiency of which will be affected by any unfavorable conditions shall be constructed while these conditions remain, unless, by special means or precautions acceptable to the Owner's Representative, the Contractor shall be able to overcome these conditions.

64) WEEKEND, HOLIDAY, AND NIGHT WORK: No work shall be done between the hours of 7:00PM and 7:00AM, or on Sundays or legal holidays, except with written permission of the SBCOG and Owner's Representative. Requests to work between 7:00PM and 7:00AM, or on Sundays or legal holidays, must be submitted in writing at least two working days in advance of the intended work. In case of an emergency, the Contractor will be allowed to work at night or on Sundays or legal holidays, but must notify the Owner's Representative immediately. An emergency shall be considered an unforeseen event that poses a danger to the public or to the uncompleted work.

It is understood, however, that two or three shift operations may be established as a regular procedure by the Contractor if Contractor first obtains written permission from the SBCOG and Owner's Representative. Such permission may be revoked by the SBCOG or Owner's Representative at any time, without cause, or if the Contractor fails to maintain adequate force and equipment for reasonable prosecution and to justify inspection of the work, or fails to provide sufficient artificial light to permit the work to be carried on properly and safely and to permit proper inspection.

The Contractor shall give the SBCOG and Owner's Representative two working days prior written notice of any work to be done on a Saturday, with the location and type of work to be done specified; and any work done without such notice and without the supervision of an inspector may be ordered removed and replaced at the Contractor's expense.

65) OVERLOADING: The Contractor shall determine safe loading capacities and shall not overload any structure beyond its safe capacity during construction. In addition to assuming full responsibility for bodily injury resulting from any such overloading, the Contractor shall repair to the Owner's Representative's satisfaction or reimburse the SBCOG for the costs of repairing damage resulting therefrom.

66) SUBCONTRACTING AND ASSIGNMENT: The performance of the Contract may not be assigned except upon written consent of the SBCOG, and no assignment shall be permitted which would relieve the original Contractor or Contractor's surety of their responsibilities under the Contract.

67) NON-RECOGNITION OF SUBCONTRACTORS: No subcontractor will be recognized as such, and all persons engaged in the work under this Contract will be considered as employees of the Contractor, and their work shall be subject to all the provisions of the Contract. The SBCOG and its representatives will deal only with the Contractor, who shall be responsible for the proper performance of the entire work. Except as otherwise provided in the Contract Documents, or when direct communications have been specifically authorized, the SBCOG and Contractor shall communicate through Owner's Representative. Communications by Contractor with the SBCOG's consultants and architect or engineer's consultants shall be through the Owner's Representative. Communications by the Owner's Representative with subcontractors shall be through the Contractor.

68) LANDS AND RIGHTS OF WAY: The SBCOG shall provide the lands, rights of way, and easements upon which the work under this Contract is to be done, and such other lands as may be designated on the Contract drawings for the use of the Contractor, and the Contractor shall confine Contractor's operations to within these limits.

The Contractor shall provide, at Contractor's own expense, any additional land and access thereto that may be required for temporary construction facilities or storage of materials.

69) LIABILITY OF SBCOG OFFICIALS: Neither the Owner's Representative, nor officers, employees, agents, or representatives of the SBCOG, nor any of them, shall be responsible for any liability arising under this Contract, except such obligations as are specifically set forth herein.

70) CONTRACTOR NOT AN AGENT OF SBCOG: The right of general supervision shall not make the Contractor an agent of the SBCOG, and the liability of the Contractor for all damages to persons

or to public or private property arising from the performance of the work shall not be lessened because of such general supervision.

71) THIRD-PARTY CLAIMS: The Contractor shall be responsible for all third-party claims, and for costs or injuries incurred by a third party which result from the operations of the Contractor, or its performance under the Contract.

72) GUARANTEE: Should any failure of the work occur within a period of one year after recordation of the notice of completion of the project or portions thereof or within any designated warranty period, which can be attributed to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at Contractor's expense.

The SBCOG is hereby authorized to make such repairs if the Contractor fails to make or undertake with due diligence the aforesaid repairs within ten (10) days after Contractor is given written notice of such failure and without notice to the surety provided, however, that in case of emergency where, in the opinion of the SBCOG, delay would cause serious loss or damages, or a serious hazard to the public, the repairs may be made or lights, signs, and barricades erected, without prior notice to the Contractor or surety, and the Contractor shall pay the entire costs thereof.

73) ASSIGNMENT OF ANTITRUST ACTIONS: Pursuant to Section 4552 of the Government Code of the State of California, the following provisions shall be a part of this Contract:

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15), or under Cartwright Act (Chapter 2, commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor without further acknowledgment by the parties.

74) LEGAL ADDRESS OF THE CONTRACTOR: Both the address given in the proposal and the Contractor's office in the vicinity of the work are hereby designated as places to either of which drawings, letters, notices, or other articles or communications to the Contractor may be mailed, transmitted electronically or delivered. The mailing, electronic transmission, or delivery to either of these places shall be deemed sufficient notice thereof upon the Contractor. Nothing herein contained shall be deemed to preclude the service of any drawing, letter, notice, article, or communication to, or upon, the Contractor or Contractor's representative personally. The address named in the proposal may be changed at any time by written notice from the Contractor to the Owner's Representative.

75) SURVEYS: When set forth in the Contract Documents that the Contractor is to provide all staking and engineering services, the Contractor shall be responsible to do all necessary staking and engineering services to layout and control the work to the elevations, lines, and dimensions shown on the plans. Any deviations must receive prior written acceptance of the Owner's Representative. All staking and engineering services affecting the line or elevation of underground drainage, sewers, or utilities, and all other work within public rights of way or easements shall be performed by or under the direction and supervision of a Registered Civil Engineer or Licensed Land Surveyor, licensed by the state of California.

The Contractor shall keep the Owner's Representative informed, at least two working days in advance, of the times and places at which Contractor will need lines, elevations, and reference points. Unless authorized by the Owner's Representative, any work done without line and grade will be done at the Contractor's risk. The Contractor shall be responsible for the accuracy of Contractor's own layout work, and shall be liable for the preservation of all established lines and grades. Stakes damaged or destroyed by the operations of the Contractor will be replaced at Contractor's expense.

76) MATERIALS OR EQUIPMENT SPECIFIED BY NAME: When any materials or equipment is indicated or specified by patent or proprietary name or by the name and catalogue number of the manufacturer, it shall be considered as used for convenience in describing the material or equipment desired. The use of an alternative material or equipment which is of equal quality and of the required characteristics for the purpose intended may be permitted. Request for such substitution shall be made in writing by the Contractor within thirty (30) days of the Notice to Proceed. Failure by the Contractor to request substitution within thirty (30) days of the Notice to Proceed constitutes an agreement by Contractor to furnish only the materials or equipment listed in the Contract Documents. Until and unless such substitutions are accepted by the Owner's Representative, no deviations from the specifications shall be allowed. The burden of proof as to the quality and suitability of the alternative shall be upon the Contractor. The SBCOG shall be the sole judge as to the quality and suitability of alternative materials or equipment, and its decision shall be final.

77) PROPERTY RIGHTS IN MATERIAL: Nothing in this Contract shall be construed as vesting in the Contractor any right of property in the materials used, after they have been installed, attached, or affixed to the work, but all such materials shall be the property of the Contractor and the SBCOG jointly as their interest may appear, and cannot be removed from the work without the consent of the SBCOG.

78) CONTRACTOR'S EQUIPMENT: The Contractor shall provide adequate and suitable equipment and means of construction to meet all the requirements of the work, including completion within the time allotted. Only equipment suitable to produce the quality of work required will be permitted to operate on the project, and specific types of equipment may be requested on component parts of the work.

In any case where the use of a particular type or piece of equipment has been banned, or in cases where the Owner's Representative has condemned for use on the work, any piece or pieces of equipment, the Contractor shall promptly remove such equipment from the site of the work. Failure to do so within a reasonable time may be considered a breach of contract.

79) MISCELLANEOUS PROVISIONS: This Contract shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor, and to the successors in interest of SBCOG, in the same manner as if such parties had been expressly named herein.

If any claim or dispute arises between the parties, the claim or dispute shall first be submitted to mediation utilizing the services of a neutral mediator. If the parties cannot agree upon the selection of a neutral mediator, the matter shall be submitted to Judicial Arbitration and Mediation Services for the selection of a neutral mediator. The parties shall share equally the costs associated with the mediation.

This Contract shall be governed by the laws of the State of California.

If any one or more of the provisions contained in the Contract should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

This Contract constitutes the full and complete understanding of the parties, and supersedes any previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract may only be modified by a written instrument signed by both parties.

Contractor hereby assigns to SBCOG all its first-tier subcontracts now or hereafter entered into by Contractor for performance of any part of the work. The assignment will be effective upon acceptance by SBCOG in writing, and only as to those subcontracts which SBCOG designates in writing. Such assignment is part of the consideration to SBCOG for entering into the Contract with Contractor, and may not be withdrawn.

80) PUBLIC CONTRACT CODE SECTION 20104, ET SEQ.:

Public Contract Code section 20104, et seq., requires that the following language be set forth in the specifications:

§ 20104 Application of article; provisions included in plans and specifications

- (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 specification 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. Claims; requirements; tort claims excluded

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

- (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim 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 to the claim 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) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in 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 or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- (f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4. Civil action procedures; mediation and arbitration; trial de novo; witnesses

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 of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a 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 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 the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules 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.

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

§ 20104.6. Payment on undisputed portion of claim; interest on arbitration awards or judgments

- (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.

SUPPLEMENTAL CONDITIONS

1) TIME OF COMPLETION. The Contractor shall complete all or any designated portions of the work called for under the contract in all parts and requirements within 60 calendar days (November 1, 2024 – December 31, 2024) (except as modified in the technical specifications). The contractor shall submit a time line for construction within 10 working days upon award of the contract. Contract time shall begin five (5) calendar days after the date of dispatch of the Notice to Proceed.

It is the intent of SBCOG to minimize disruptions to ongoing SBCOG operations during construction projects. A total of 60 calendar days have been allowed for this project.

The bidding and construction schedule for this project is as follows:

Sept. 25 – October 16	Bidding Period
October 16, 2024	Bid Opening
November 1, 2024	Contact Award (Anticipated)
November 1, 2024	Contract Notice to Proceed
Nov. 1 – December 31, 2024	Construction period (Anticipated)
December 31, 2024	Substantial Completion

For the purpose of computing liquidated damages all days in excess of the allowed number of construction days, that the contract is in the construction phase, shall be considered in excess of the allowed number of calendar days for the overall project.

2) LIQUIDATED DAMAGES. Time is of the essence in this contract. It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements is not finished or completed within the number of calendar days as set forth in the Special Conditions, damage will be sustained by the SBCOG, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the SBCOG will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the SBCOG the sum set forth below per day for each and every calendar day's delay in finishing the work in excess of the number of calendar days prescribed; and the Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the SBCOG may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.

If adverse weather conditions are the basis for a Claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated and that weather conditions had an adverse effect on the critical path schedule.

Claims due to adverse weather, when approved, shall be excusable but not compensable.

It is further agreed that in the event the Contractor fails to complete work and all requirements under this Agreement within the number of calendar days specified, the SBCOG shall have the right (but not the obligation) to increase the number of calendar days, as the SBCOG may in its sole discretion deem best to serve its interests.

The Contractor will be granted an extension of time and will not be assessed with liquidated damages for any portion of the delay in completion of the work beyond the time named in the Special Conditions for the completion of the work caused by acts of God or of the public enemy, fire, storms, floods, tidal waves, earthquakes, shortage of materials and freight embargoes, provided that the Contractor shall notify the Engineer in writing of the causes of delay within fifteen (15) days from the beginning of any such delay. The Engineer shall ascertain the facts and the extent of the delay, and his findings thereon shall be final and conclusive.

The Contractor shall pay to SBCOG a sum of \$500 per day for each and every calendar day's delay in finishing the work in excess of the number of calendar days prescribed in the Time of Completion. Completion of the project includes correction of any punch list items identified by the Project Design Team.

3) FACILITIES WITH ASBESTOS CONTAINING MATERIALS SBCOG has conducted limited surveys of its facilities to determine the presence of Asbestos Containing Materials (ACM).

The contractor shall be responsible for ensuring that any subcontractors, workmen, or others associated with the work on this project have been notified of the presence of asbestos containing materials at the construction site if known, and have been properly instructed to approach all work with caution. If during the course of construction, materials are discovered that are suspected to contain ACM, the contractor shall stop work and notify the SBCOG project manager immediately. Within one (1) week of the project manager's notification to the Occupational Safety and Health Division (OSH) of the SBCOG, material will be sampled and the results posted at the construction site. Construction shall not resume until approval to proceed has been obtained from OSH. The time accrued during the period when the contractor first notifies the SBCOG of a bona fide suspicion that a project area contains ACM until the time when construction is allowed to proceed, shall not count towards the required time of completion as indicated in Section 1 of the Supplemental Conditions, provided the contractor is unable to perform work as specified during the delay and all other provisions of the specifications.

The contractor shall be responsible for informing all subcontractors, workmen or other persons associated with the project of the contents of this notification letter and any special safety precautions to be taken. If no notification letter is attached, then either the building area has not been surveyed or no ACM have been detected in areas sampled. The contractor shall bring any questions or concerns regarding ACM to the immediate attention of the SBCOG project manager.

Asbestos notification letters are included in these bid documents for any ACM previously discovered in the area of construction. The asbestos notification letter identifies areas that have been surveyed for asbestos. However, it should be noted that the surveys conducted are not comprehensive wall-to-wall surveys. Any materials not surveyed and noted within the letters may be suspect to contain asbestos.

Under no circumstances shall a contractor remove asbestos on SBCOG facilities, unless that contractor is properly licensed and has been specifically hired by the SBCOG for the sole purpose of asbestos abatement as directed by the SBCOG's Occupational Safety & Health Division.

4) SAFETY REQUIREMENTS ON ALL SBCOG PROJECTS All General or Prime Contractors will be responsible for their Employees, and subcontractors. It will be up to them to enforce all safety regulations set forth by the SBCOG and Cal-OSHA. This will include all safety ware and equipment necessary to provide a safe work environment for all workers and the public in and around the job site.

1. The use of safety ware and equipment, such as eye protection, ear protection, and other required safety equipment would be strictly enforced.
2. Work areas will be marked off and safe paths provided for SBCOG employees and the general public.
3. Noise and dust will need to be contained and kept to a minimum when working in occupied areas, and may require after hours work.
4. When work above the floor or ground is required, proper use of ladders and safety harness or railing will be enforced.
5. All welding, cutting or brazing will require a fire-watch with a fire extinguisher.
6. All Contractors are responsible for their equipment and must ensure that it is safe and in good working order. All electrical equipment to be used on site will be checked by the Project Manager.
7. All Contractors are required to clean up their work area daily. Materials not used will be stored neatly or removed from the site.

8. Material Safety Data Sheets for any materials used on the project are required per OSHA standards. **No storage or disposal of hazardous materials on site is allowed.**
9. For any work site/facility that is equipped with a security system, or that has doors that must remain locked, the entering of this site/facility or shutdown of the security system will need to be authorized by the Project Manager and/or the Building Maintenance Superintendent.
10. The Project Manager will explain all policies and procedures regarding emergency alarms and exits and will also give a tour of the fire exits.
11. A dress code is required within the SBCOG facilities. Work attire will be neat and clean, and will meet OSHA requirements. No t-shirts, shorts, or open-toed shoes will be permitted.
12. SBCOG has all non-smoking facilities. Smoking is permitted only in designated areas outside of work site.

**COUNCIL OF SAN BENITO COUNTY GOVERNMENTS
STATE OF CALIFORNIA**

THIS CONTRACT, made and entered into this ____ day of _____, 20__ between Council of San Benito County Governments, a joint powers agency formed pursuant to the joint exercise of powers provisions of California Government Code Sections 6500-6522 and located within the County of San Benito, State of California, hereinafter referred to as SBCOG, and _____, hereinafter referred to as CONTRACTOR;

WHEREAS, the SBCOG Board of Directors caused plans and specifications for the work hereinafter mentioned to be prepared, and approved and adopted the plans and specifications; and

WHEREAS, the SBCOG Board of Directors caused to be noticed for the time and in the manner required by law a Notice inviting sealed Bids for the performance of the work described in the adopted plans and specifications; and

WHEREAS, CONTRACTOR, in response to the Notice, submitted a sealed Bid for the performance of the work specified in the adopted plans and specifications to the SBCOG Board of Directors within the time and in the manner specified in the Notice; and

WHEREAS, in the manner provided by law, the SBCOG Board of Directors received, publicly opened and canvassed the Bids submitted in response to the Notice, including the Bid submitted by CONTRACTOR; and

WHEREAS, CONTRACTOR was the lowest responsive, responsible Bidder for the performance of said work, and the SBCOG Board of Directors, as a result of the canvass of Bids submitted, determined and declared CONTRACTOR to be the lowest responsive, responsible Bidder for the work and awarded to it a contract therefore.

NOW, THEREFORE, in consideration of the above, it is mutually agreed between the parties hereto as follows:

1. The CONTRACTOR will commence and complete the construction of the following public work project:

SBCOG OFFICE TENANT IMPROVEMENT (TI) PROJECT

2. The CONTRACTOR shall do all of the work and furnish all of the materials, supplies, tools, equipment, labor, and other services necessary to construct and complete in a good, workmanlike and substantial manner and to the SBCOG'S satisfaction, the project as described in the Invitation for Bids package, including all of the CONTRACT DOCUMENTS.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within five (5) calendar days after the date of the Notice To Proceed and will complete the same within 60 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of _____

(\$_____).

5. The term "CONTRACT DOCUMENTS" means and includes the following, all of which documents are incorporated herein by reference:
- a. INVITATION FOR BIDS "THE BID PACKAGE" INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
 - (1) INVITATION FOR BIDS
 - (2) CONTRACTING AND PROCUREMENT REQUIREMENTS INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
 - (a) NOTICE TO CONTRACTORS
 - (b) INSTRUCTIONS TO BIDDERS
 - (c) GENERAL CONDITIONS
 - (d) SUPPLEMENTAL CONDITIONS
 - (3) SPECIFICATIONS AND REQUIREMENTS
 - (4) PLANS
 - (5) ADDENDA:
 - No. _____, dated _____, 20_____
 - No. _____, dated _____, 20_____
 - b. THE ACCEPTED BID INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
 - (1) SIGNATURE SHEET
 - (2) BID SCHEDULE
 - (3) NAMES AND TITLES FORM
 - (4) BIDDER'S BOND
 - (5) SUBCONTRACTOR LIST
 - (6) NON-COLLUSION AFFIDAVIT
 - (7) STATEMENT OF COMPLIANCE
 - (8) BIDDER QUALIFICATIONS
 - (9) GUARANTY
 - (10) CERTIFICATE AS TO WORKER'S COMPENSATION
 - (11) AFFIDAVIT CONCERNING EMPLOYMENT OF UNDOCUMENTED ALIENS
 - c. NOTICE OF AWARD
 - d. CONTRACT, SIGNED BY SBCOG AND THE CONTRACTOR
 - e. PERFORMANCE BOND
 - f. PAYMENT BOND
 - g. NOTICE TO PROCEED
 - h. FUTURE CHANGE ORDERS

All CONTRACT DOCUMENTS are intended to cooperate, so that any work called for in one and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this instrument and the CONTRACTOR'S Bid, then this instrument shall control. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the CONTRACTOR'S Bid, then this instrument shall control, and nothing herein shall be considered as an acceptance of the said terms of the Bid conflicting herewith. Where the specific terms and conditions in any of the

referenced CONTRACT DOCUMENTS conflict with general terms and conditions in any referenced CONTRACT DOCUMENTS, the more specific terms and conditions shall be deemed to control. However, the general terms and conditions in any referenced CONTRACT DOCUMENTS shall remain in full force and effect, to the extent they do not conflict with the specific terms and conditions in any referenced CONTRACT DOCUMENTS.

6. The COUNCIL OF SAN BENITO COUNTY GOVERNMENTS will pay to the CONTRACTOR in the manner and at such times set forth in the CONTRACT DOCUMENTS such amounts as required by the CONTRACT DOCUMENTS.
7. In lieu of the COUNCIL OF SAN BENITO COUNTY GOVERNMENTS retaining a portion of progress payments due the CONTRACTOR, the CONTRACTOR may elect to deposit qualifying securities equivalent to the amount to be withheld. Upon such deposit under an escrow agreement substantially in the form specified in section 22300(e) of the Public Contracts Code, the funds shall be released.
8. Eight (8) hours of labor shall constitute a legal day's work, and the CONTRACTOR or any subcontractor under him, in the performance of the contract, shall not require more than eight (8) hours of labor in any calendar day, or more than forty (40) hours of labor in any calendar week, from any person employed by the CONTRACTOR in the performance of the work under this Contract, except as permitted under the provisions of Section 1815 of the Labor Code of the State of California. The CONTRACTOR shall forfeit, as penalty to SBCOG, twenty-five dollars (\$25.00) for each worker employed by the CONTRACTOR or any subcontractor under the CONTRACTOR in the performance of the contract for each calendar day during which any worker is required or permitted to labor more than eight (8) hours and for each calendar week during which any worker is required or permitted to labor more than forty (40) hours, in violation of the provisions of such Labor Code.
9. The CONTRACTOR and subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
10. Pursuant to Section 1770 et seq. of the California Labor Code, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. The statement of prevailing wages appearing in the General Prevailing Wage Rates, as established by the California Department of Industrial Relations, is hereby specifically referred to and by this reference is made a part of this contract. Copies of the Prevailing Wage Scale are available at the following website: http://www.dir.ca.gov/DLSR/statistics_research.html#PWD. Those copies shall be made available to any interested party upon request. Failure to pay such prevailing wages shall subject the employer to the penalties set forth in Labor Code section 1775. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or subcontractor. An error on the part of the SBCOG does not relieve the CONTRACTOR or any subcontractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code sections 1770 through 1775.
11. The CONTRACTOR and each subcontractor must keep accurate payroll records of employees on public contracts and certify these records upon request, pursuant to Section 1776 of the California Labor Code and implementing regulations set forth in Title 8, Division 1, Chapter 8, Subchapter 3, sections 16000 and 16400 through 16404 of the California Code of Regulations. Payroll records must be made available for inspection by employees, SBCOG, and the Division

of Labor Standards Enforcement. The CONTRACTOR shall be responsible for compliance by the CONTRACTOR'S subcontractors.

12. The CONTRACTOR shall be subject to the examination and audit of the State auditor, at the request of SBCOG or as part of any audit of SBCOG, for a period of three (3) years after final payment under the contract.
13. During the performance of this Contract, CONTRACTOR agrees as follows:
 - a. During the performance of this Contract, CONTRACTOR and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition (cancer related), marital status, pregnancy, age (over 18), sex, sexual orientation, veteran's status or any other non-merit factor unrelated to job duties. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The CONTRACTOR shall, in all solicitations or advertisements for employees by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties.
 - c. The CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.
14. The CONTRACTOR offers and agrees to assign to the SBCOG all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this CONTRACT. This assignment shall be made and become effective at the time the SBCOG tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.
15. This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
16. The following individuals are the parties CONTRACT Administrators:

COUNCIL OF SAN BENITO
GOVERNMENT:
Contract Administrator:

Name: Binu Abraham
Title: Executive Director
Address: 330 Tres Pinos Rd., Suite C7
Hollister, CA 95023
Phone: 831-637-7665
Fax: 831-636-4160
E-mail: babraham@sanbenitocog.org

CONTRACTOR'S
Contract Administrator:

Name: _____
Title: _____
Address: _____
Phone: _____
Fax: _____
E-mail: _____

This CONTRACT shall not be effective unless and until approved by a duly authorized representative of Council of San Benito County Governments Board of Directors and SBCOG Counsel.

IN WITNESS WHEREOF, the Council of San Benito County Governments Board of Directors and CONTRACTOR have caused this Agreement to be signed as of the day and year first above written.

CONTRACTOR (FIRM)

_____ Date _____
Address: _____

Phone: _____
Fax: _____

COUNCIL OF SAN BENITO COUNTY GOVERNMENTS

_____ Date _____
Scott Freels, Chair

APPROVED AS TO LEGAL FORM:
San Benito County Counsel's Office

_____ Date _____
Osman I. Mufti, SBCOG Counsel
Council of San Benito County Governments Legal Counsel

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, THAT WHEREAS the Council of San Benito County Governments, a joint powers agency formed pursuant to the joint exercise of powers provisions of California Government Code Sections 6500-6522 and located within the County of San Benito, State of California, hereinafter designated as the "Obligee," has on _____, 20___, awarded to _____ hereinafter designated as "Principal," a contract for the construction of _____

_ (Contract No.) _____, and

WHEREAS, said Principal is required to furnish a bond in connection and with said contract, providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, We, the Principal, and
_____ as Surety, are held and firmly bound unto the
Obligee in the penal sum of _____
_____ lawful money of the United States for the payment of
which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, or any of his or its subcontractors, shall fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or any amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department of the State of California, from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code of the State of California with respect to such work or labor, as required by the provisions of Section 3225 and following of the Civil Code of the State of California, then said Surety will pay the same in, or to an amount not exceeding the amount, hereinabove set forth, and also will pay, in case suit is brought upon this bond, reasonable attorneys' fees to such claimant and to the Obligee as shall be fixed by the Court.

This bond is issued pursuant to Civil Code Sections 3247 through 3252, inclusive, of the State of California, and shall inure to the benefit of any and all persons, companies, and corporations named in Section 3181 of said Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above-bounden parties have signed this instrument under their seals this _____ day of _____, 20___, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

(SEAL)

Principal

Signature for Principal

Title of Signatory

(SEAL)

Surety

Signature of Surety

Title of Signatory

(This bond must be submitted in sets of four, each bearing original signatures. The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public. These bonds must be accompanied by a current Power of Attorney appointing such Attorney-In-Fact.)

Bond Number:
Premium:

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that WHEREAS the Council of San Benito County Governments, a joint powers agency formed pursuant to the joint exercise of powers provisions of California Government Code Sections 6500-6522 and located within the County of San Benito, State of California, hereinafter designated as the "Obligee," has on _____, 20____, awarded to _____ hereinafter designated as the "Principal," a contract for the construction of

_____ (Contract No. _____), and

WHEREAS said Principal is required, under the terms of the Contract, to furnish a bond for the faithful performance of said Contract:

NOW, THEREFORE, We, the Principal, and _____ as Surety, are held and firmly bound unto the Obligee in the penal sum of _____ Dollars (\$ _____) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreement in the said Contract, and any alterations made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue, and Principal and Surety, in the event suit is brought on this bond, will pay to the Obligee such reasonable attorneys' fees as may be fixed by the Court.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the said Obligee from loss or damage made evident during said period of one (1) year from the date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying the same, shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work or to the specifications. Said Surety hereby waives the provisions of Section 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have signed this instrument under their seals this _____ day of _____, 20____, the name and corporate seal of each corporate party

CONTRACTING REQUIREMENTS

being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

Principal

Signature for Principal

Title of Signatory

(SEAL)

Surety

Signature of Surety

Title of Signatory

(The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public, and this bond must be accompanied by a current Power of Attorney appointing such Attorney-In-Fact. This bond must be submitted in sets of four, each bearing original signatures.)

PROCUREMENT REQUIREMENTS

COUNCIL OF SAN BENITO COUNTY GOVERNMENTS

SBCOG OFFICE TENANT IMPROVEMENT (TI) PROJECT

Sealed bids shall be delivered to the Council of San Benito County Governments, 330 Tres Pinos Rd, Suite C7, Hollister, California, 95023, no later than **2:00 P.M. on Wednesday, October 16, 2024**. Bids will be opened and will be publicly read in the **SBCOG Conference Room, 330 Tres Pinos Rd, Suite C7, Hollister, California, 95023 at 2:00 P.M.** or thereafter. This project is for licensed contractors with a Type B license. The Contractor shall complete all or any designated portions of the work called for under the contract in all parts and requirements within 60 calendar days (except as modified in the technical specifications). The Council of San Benito County Governments and its Board of Directors reserves the right to reject any or all bids received as the public good may require.

There will be two mandatory pre-bid meetings, only **one** of which needs to be attended by prospective bidders. The meeting(s) will take place at 650 San Benito St., Suite 120, Hollister CA. The first meeting will take place on **October 3, 2024 at 10am** and the second will take place on **October 10, 2024 at 10am**.

Each contractor shall include in their bid all labor, tools, and materials for a complete and working project for each trade component in conformance with the intent shown on the plans and specifications and specified herein.

Plans, Specifications and Proposal forms to be used for bidding on this project can only be obtained by requesting them via email at bidding@felice-consulting.com. If you have any questions, please call Felice Consulting at 831-856-7000.

Prospective bidders must be fully qualified, licensed, certified, and insured to perform the work requested. All work performed must meet all current applicable laws and regulations.

Each bidder must submit a bid proposal for the project for which they intend to bid to the Council of San Benito County Governments on the standard forms enclosed. Said bid shall be accompanied by a cashier's check, a certified check or bidder's bond of ten percent (10%) of the amount of the bid submitted, to be made payable to the Council of San Benito County Governments. Bid bonds shall be issued by a corporate surety duly admitted and authorized to issue bonds and undertakings by the State of California.

Pursuant to Section 1700, and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are available at the following web site: http://www.dir.ca.gov/DLSR/statistics_research.html#PWD. Those copies shall be made available to any interested party upon request. The Contractor shall forfeit, as penalty, to the Council of San Benito County Governments, fifty dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by it or by any subcontractor under it, in violation of the provisions of such Labor Code.

Council of San Benito County Governments will be the sole judge as to the technical acceptability of any bids and any award will be as determined most advantageous to the Council of San Benito County Governments considering such factors as completeness and responsiveness to the Invitation for Bids, experience, references, and anticipated costs. The Council of San Benito County Governments reserves the right to reject any or all bids or parts thereof and to waive any informality or irregularity in any bid.

Insurance requirements for the project shall be the amounts set forth in the General Conditions, Section 19, unless expressly modified below:

Commercial General Liability Insurance \$ _____

All Risk Property Coverage or Builders Risk Insurance \$ _____

Business Automobile Liability Insurance \$ _____

PROJECT DIRECTORY

PROJECT NAME: SBCOG Office Tenant Improvement (TI) Project

OWNER: Council of San Benito County Governments
330 Tres Pinos Rd., Suite C7
Hollister, CA 95023

PROJECT MANAGER: Damon Felice, Project Manager

INSTRUCTIONS TO BIDDERS

1) All portions of the Bid Proposal must be completed before the bid is submitted. Failure to do so may result in the bid being rejected as nonresponsive. Attached to and submitted with this Bid Proposal, Bidder must provide the following documents, completed and signed by the Bidder: (1) the Bidders Bond; (2) Names and Titles Form; (3) Noncollusion Affidavit; (4) Statement of Compliance; (5) Designation of Subcontractors; (6) Bidder's Qualifications; (7) Guaranty; (8) Contractor's Certificate as to Worker's Compensation; and, (9) Affidavit Concerning Employment of Undocumented Aliens. Failure to submit all required documents may result in the bid being rejected as nonresponsive.

2) An original of the Bid Proposal shall be filled in and submitted as the bid.

3) Council of San Benito County Governments has obtained report(s) that may contain facts that may materially effect bidders' bids. Council of San Benito County Governments has constructed other public works projects throughout the County of San Benito and obtained reports and other information in the course of the design and construction of those other public works construction projects, all of which may contain facts that may materially effect bidders' bids. Bidders are strongly encouraged to inspect applicable Council of San Benito County Governments reports, records and documents. Said reports and documents will be made available upon written request at the Council of San Benito County Governments, 330 Tres Pinos Rd., Suite C7, Hollister, California, 95023 for inspection and copying at bidders' sole cost and expense, during normal working hours.

4) If a pre-bid conference has been scheduled at the site of the work, all bidders, subcontractors, material suppliers, and others who may be working on the work of improvement are strongly encouraged to attend this pre-bid conference. Due to the facts and circumstances of this particular project, the on-site pre-bid conference may be the only opportunity to conduct the pre-bid investigation of the site and satisfy the pre-bid obligations set forth in these Contract Documents. If a bidder (or others) attend the entirety of a scheduled pre-bid on-site conference and need additional time to complete their investigation of the site or other pre-bid obligations set forth in these Contract Documents, bidder must notify Council of San Benito County Governments in writing, via certified or registered mail, within three days of the on-site pre-bid conference, to request additional time to complete its investigation of the site. The written request must include an estimate of the amount of additional time required by bidder at the site. Council of San Benito County Governments retains discretion to determine additional time requirements, if any.

5) Investigations of subsurface conditions or otherwise, are made for the purpose of design, and the Council of San Benito County Governments assumes no responsibility whatsoever with respect to the sufficiency or accuracy of borings, the log of test borings, or other preliminary investigations, or of the interpretation thereof, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or any part of it, or that unanticipated conditions may not occur. When a log of test borings or other report is made available to Contractor or included in the Contract Documents, it is expressly understood and agreed that said log of test borings or other reports does not constitute a part of the Contract, and represents only an opinion of the Council of San Benito County Governments as to the character of the materials to be encountered, and is made available or included in the Contract Documents only for the convenience of the bidders. Bidders must satisfy themselves, through their own investigation, as to conditions to be encountered.

6) In addition to other minimum qualifications, the Council of San Benito County Governments has determined that the successful low bidder must demonstrate to the satisfaction of the Council of San Benito County Governments, the following minimum experience to be qualified to perform the work described in the Contract Documents:

- a. Have possessed a valid, active and in good standing, State of California Department of Consumer Affairs, Contractor's License Board license, appropriate for the trade being bid, for a minimum of five (5) continuous years prior to the date of bid opening.

- b. Not have any pending disciplinary proceedings or investigations by the Contractor's State License Board.
- c. Currently (as of the date of bid opening) or within the past year, not have any suspensions, disbarments, or similar proceedings (including stipulated agreements), restricting, limiting or prohibiting Bidder from bidding or performing other public works projects for any other public agency.

7) Following the opening of bids, the Council of San Benito County Governments may request in writing that the apparent low bidder complete a Contractor Qualifications Questionnaire and furnish all required supporting documentation to enable the Council of San Benito County Governments to determine whether the apparent low bidder is qualified to perform the work described in the Contract Documents. By submission of a bid, Bidder agrees to complete the Contractor Qualifications Questionnaire, furnish all required attachments, sign the Contractor Qualifications Questionnaire, all in strict conformance with the requirements of the Contract Documents and Contractor Qualifications Questionnaire, and return to the Council of San Benito County Governments within ten (10) days of Council of San Benito County Government's written request. If bidder fails or refuses to complete the Contractor Qualifications Questionnaire, furnish all required attachments, sign the Contractor Qualifications Questionnaire, or return it to the Council of San Benito County Governments within ten (10) days of date of dispatch of Council of San Benito County Government's written request, bidder may not be considered for award of the contract, and further, bidder agrees that the Council of San Benito County Governments may either award the work to another bidder or call for new bids. In such event, the bidder shall be liable to the Council of San Benito County Governments for the difference between the amount of the disqualified bid and the larger amount for which the Council of San Benito County Governments procures the work plus all of the Council of San Benito County Government's costs, damages, expenses, and liabilities.

8) If for any reason the Council of San Benito County Governments elects to not award the contract to the apparent low bidder, the Council of San Benito County Governments may request in writing that the apparent second lowest bidder complete the Contractor Qualifications Questionnaire and furnish all required supporting documentation to enable the Council of San Benito County Governments to determine whether the second low bidder is qualified to perform the work described in the Contract Documents. If for any reason the Council of San Benito County Governments elects to not award the contract to the apparent second lowest bidder, the Council of San Benito County Governments may request the third lowest bidder complete the Contractor Qualifications Questionnaire and furnish all required supporting documentation, and so on.

9) If the Council of San Benito County Governments receives from a bidder within the time set forth in these Contract Documents, a complete Contractor Qualifications Questionnaire and all required supporting documentation as required by the Contract Documents, and if the Council of San Benito County Governments determines that a bidder is not qualified to perform the work required by the Contract Documents, and if the Council of San Benito County Governments elects to not award the Contract to that bidder, the Council of San Benito County Governments will promptly return that bidder's bid security.

10) Bid protests shall be filed in writing with the Project Manager, Council of San Benito County Governments, 330 Tres Pinos Rd., Suite C7, Hollister, California, 95023, by certified or registered mail, not later than three (3) days after the bid opening or, if the protest is based on the selection of the apparent lowest responsible bidder, not later than three (3) days after selection of the apparent lowest responsible bidder. The protest shall specify the reasons and facts upon which the protest is based.

BID PROPOSAL

For: **SBCOG Office Tenant Improvement (TI) Project**

Name of Bidder _____

Business Address _____

Place of Residence _____

Telephone / Fax : () / () _____

Email: _____

DIR PWC#: _____

1) All portions of the Bid Proposal must be completed before the bid is submitted. Failure to do so may result in the bid being rejected as nonresponsive. Attached to and submitted with this Bid Proposal, bidder must provide the following documents, completed and signed by the Bidder (1) the Bidders Bond; (2) Names and Titles Form; (3) Noncollusion Affidavit; (4) Statement of Compliance; (5) Designation of Subcontractors; (6) Bidder’s Qualifications; (7) Guaranty; (8) Contractor’s Certificate as to Worker’s Compensation; and, (9) Affidavit Concerning Employment of Undocumented Aliens. Failure to submit all required documents may result in the bid being rejected as nonresponsive.

2) One copy of the Bid Proposal shall be filled in and submitted as the bid.

3) The Bidder, having the appropriate active license required by the State of California; and having carefully read and examined the plans, specifications, and all related bidding documents as prepared for the Council of San Benito County Governments for the **SBCOG Office Tenant Improvement (TI) Project** having carefully and fully examined the site of the proposed work and all information available to bidder, and being familiar with all the conditions related to the proposed work, including the availability of materials, equipment, and labor, hereby offers to furnish all labor, materials, tools, transportation, services, and equipment necessary to complete the work of the described project in accordance with the Contract Documents, and to complete all requirements of the Contract Documents for the sums quoted in this Bid Proposal. The bidder agrees that it will not withdraw its bid within sixty (60) days after the bid deadline. Bidder agrees, if requested by Council of San Benito County Governments, to complete and sign the Contractor Qualification Questionnaire, furnishing all required attachments, and return it to Council of San Benito County Governments within ten (10) days of date of dispatch by Council of San Benito County Governments. If the bidder is selected as the apparent lowest responsible bidder, the bidder agrees, within ten (10) days after date of dispatch of Notice of Award, to sign and deliver the Contract, and to furnish the Performance Bond, the Payment Bond, Certificates of Insurance, and other required items. If awarded the Contract, the bidder agrees to complete the work within the number of calendar days specified by the Project Manager after the date of the commencement specified in the Notice to Proceed.

4) The bidder agrees that if the bidder is selected as the apparent lowest responsible bidder, and the bidder fails to sign the Contract and furnish (1) the **Performance Bond**, (2) the **Payment Bond**, (3) **Certificates of Insurance**, and (4) **other required items** within the time limit specified in the Contract Documents, the Council of San Benito County Governments may award the work to another bidder or call for new bids. In such event, the bidder shall be liable to the Council of San Benito County Governments for the difference between the amount of the disqualified bid and the larger amount for which the Council of San Benito County Governments procures the work plus all of the Council of San Benito County Government’s costs, damages, expenses and liabilities arising from bidder's failure to sign the Contract and/or furnish the required documents.

BID SCHEDULE

I will perform the work of the **SBCOG Office Tenant Improvement (TI) Project** as set forth in the Contract Documents, prepared by the Council of San Benito County Governments, for the following lump sum price:

BASE BID \$ _____

ADD A \$5,000 UNFORESEEN ALLOWANCE \$ _____

ADD A \$50,000 MECHANICAL DESIGN BUILD ALLOWANCE
\$ _____

**5% of BASE BID
(OWNER CONTINGENCY)** \$ _____

BASE BID + UNFORESEEN ALLOWANCE + MECHANICAL ALLOWANCE + OWNER CONTINGENCY
\$ _____

The work for the **SBCOG Office Tenant Improvement (TI) Project** specifically includes: Various building and improvements and site improvements.

The bidder acknowledges receipt of the following Addenda:

Addendum # _____, dated _____	_____	_____
	Signature	Date
Addendum # _____, dated _____	_____	_____
	Signature	Date
Addendum # _____, dated _____	_____	_____
	Signature	Date
Addendum # _____, dated _____	_____	_____
	Signature	Date

AUTHORIZED SIGNATURE OF BIDDER: _____

DATE: _____

NOTE:

Where quantities are shown they are engineer's estimated quantities. Variations may occur between actual quantities and engineer's estimated quantities. Bidder is responsible to calculate quantities when preparing their bid. Payment will be based on lump sum bid amount(s) and no allowance will be made for variations between actual quantities and engineer's estimated quantities.

BIDDER'S BOND

Know All Persons by These Presents, That we, _____

_____, As PRINCIPAL, and _____

_____,
as SURETY, are held and firmly bound unto the Council of San Benito County Governments, a joint powers agency formed pursuant to the joint exercise of powers provisions of California Government Code Sections 6500-6522 and located within the County of San Benito, State of California, hereinafter designated as the "Obligee", in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the Obligee for the work described below for the payment of such sum in lawful money of the United States, well and truly to be made, and we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the surety exceed the sum of _____
_____ (\$ _____) Dollars.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted the above mentioned bid to the County for certain construction specifically described as follows: **SBCOG Office Tenant Improvement (TI) Project**; for which bids are to be opened at Hollister, California on October 16, 2024 @ 2:00 p.m.

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Purchasing Agent, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; or should the aforementioned contract be awarded to other than the herein named Principal, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____ A.D. 20_____.

_____(SEAL) _____(SEAL)

_____(SEAL) _____(SEAL)

_____(SEAL) _____(SEAL)

Surety

Principal

(Note: Signatures of those executing for the Surety must be properly acknowledged.)

Address

NAMES AND TITLES FORM

NAMES AND TITLES OF KEY MEMBERS OF FIRM:

(Name of person signing the bid on behalf of the bidder and all general partners, if a partnership, must be included.)

Bidder is a: (circle one)
Corporation Partnership Individual Joint Venture Other _____
(Specify)

NAME OF PRESIDENT IF A CORPORATION: _____

NAME OF SECRETARY IF A CORPORATION: _____

CALIFORNIA CONTRACTORS LICENSE(S):

Name of License(s):

Classification(s) Number Expiration Date

Classification(s) Number Expiration Date

(For Joint Ventures, list Joint Venture's license or licenses for all Joint Venture partners.)

The following documents are submitted with and made a condition of this bid:

Bid security in the form of _____ (fill in type of bid security)

Corporation is organized under the laws of the State of _____.

Corporate Seal:

NAMES AND TITLES FORM (continued)

NAME OF BIDDER'S FIRM: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

By: _____

(Signature)

(Print or Type Name)

(Print or Type Title)

By: _____

(Signature)

(Print or Type Name)

(Print or Type Title)

(If signature is by other than the sole proprietor, general partner, or corporate officers, attach an original Power of Attorney.)

NONCOLLUSION AFFIDAVIT

TO BE SIGNED BY BIDDER AND SUBMITTED WITH BID
Pursuant to Section 7106 of the Public Contract Code,

(Name)

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

of _____,
(DBA)

the party making the foregoing bid; the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; the bid is genuine and not collusive or sham; 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; 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; 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 sham bid.

Signature

STATEMENT OF COMPLIANCE

(Company Name)

(hereinafter referred to as "prospective Contractor") hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code, Title II, Division 4, Chapter 5, in matters relating to the development, implementation, and maintenance of a nondiscrimination program. Prospective Contractor agrees not to unlawfully discriminate against any employee or applicants for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, physical and mental disabilities, or age (over forty).

I, _____
(Name of Official)

hereby swear that I am duly authorized to legally bind the prospective Contractor to the above-described certification. I am fully aware that this certification, signed on

(date)

in the County of _____, is made under the penalty of perjury under the
(County)
laws of the State of California.

(Signature)

(Print or Type Title)

SUBCONTRACTOR LIST

In compliance with the provisions of Section 4100 through 4114, inclusive, of the Public Contract Code, and any amendments thereto, each bidder shall set forth in his or her bid, **the name and location of the place of business** of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime 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 prime contractor's total bid and the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

Trade	1.	2.	3.
	_____	_____	_____
Name	_____	_____	_____
Location	_____	_____	_____
CSLB & DIR PWC #:	_____	_____	_____
Trade	4.	5.	6.
	_____	_____	_____
Name	_____	_____	_____
Location	_____	_____	_____
CSLB & DIR PWC #:	_____	_____	_____
Trade	7.	8.	9.
	_____	_____	_____
Name	_____	_____	_____
Location	_____	_____	_____
CSLB & DIR PWC #:	_____	_____	_____
Trade	10.	11.	12.
	_____	_____	_____
Name	_____	_____	_____
Location	_____	_____	_____
CSLB & DIR PWC #:	_____	_____	_____

BIDDER QUALIFICATIONS

This form must be completed, signed by bidder, and submitted to Council of San Benito County Governments with bidder's bid. Failure to complete, sign, and submit with bidder's bid may result in bidder's bid being rejected as not responsive.

Council of San Benito County Governments has determined that bidders must meet the following minimum qualifications to bid the work of improvement contemplated herein:

1. Have possessed a valid, active and in good standing, State of California Department of Consumer Affairs, Contractor's License Board license, appropriate for the trade being bid, for a minimum of five (5) continuous years prior to the date of bid opening.
2. Not have any pending disciplinary proceedings or investigations by the Contractor's State License Board.
3. Currently (as of the date of bid opening) or within the past year, not have any suspensions, disbarments, or similar proceedings (including stipulated agreements), restricting, limiting or prohibiting Bidder from bidding or performing other public works for any other public agency.

I, being the _____ (insert title) of bidder herein, declare that bidder meets all of the minimum criteria set forth above.

Signature

Print Name

Date

GUARANTY

TO THE COUNCIL OF SAN BENITO COUNTY GOVERNMENTS

The undersigned, as prime Contractor, guarantees the construction and installation of the following work included in this project:

SBCOG Office Tenant Improvement (TI) Project

Should any of the materials or equipment 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 **one year** after the date on which this contract work is accepted by Council of San Benito County Governments, the undersigned agrees to reimburse the Council of San Benito County Governments, upon demand, for Council of San Benito County Government's 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 Council of San Benito County Governments, to replace any such material and to repair said work completely without cost to the Council of San Benito County Governments so that said work will function successfully as originally contemplated. (Ordinary wear and tear and unusual abuse or neglect excepted).

The Council of San Benito County Governments 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 Council of San Benito County Governments 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 Council of San Benito County Governments. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the Council of San Benito County Governments shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of said failure or refusal.

Contractor, Name and Address

Date

By _____
Signature of Principal

CONTRACTOR'S CERTIFICATE AS TO WORKER'S COMPENSATION

(Labor Code section 1861)

Labor Code section 3700 provides, in relevant part:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: _____

Bidder's business name

By:
Print Name:
And Title:

AFFIDAVIT CONCERNING EMPLOYMENT OF UNDOCUMENTED ALIENS
TO BE SUBMITTED WITH BID

(Public Contract Code section 6101)

Public Contract Code section 6101 provides that,

"No state agency or department, as defined in [Public Contract Code] Section 10335.7, that is subject to this code, shall award a public works or purchase contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works or purchase contract, who has, in the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens.

_____ (Name), being first duly sworn, deposes and says (1) that he or she is the _____ (Title) of _____ (DBA), the party making the foregoing bid; and (2) that the party making the foregoing bid has not, within the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens.

Dated: _____

Bidder's business name

By:
Print Name:
And Title: