

NOTICE INVITING FORMAL BIDS

PROJECT TITLE: Library – Atascadero – Library Expansion, #320030
General Government – North County – “One Stop” Service Center, #320035

SEALED BIDS DUE: Thursday, May 16, 2013, 3:00 PM

AT: New County Government Center-County Clerk-Recorder's Office
1055 Monterey St., Suite D-120 (1st Floor)
San Luis Obispo, CA 93408

PROJECT LOCATION: 6555 Capistrano, Atascadero CA

PROJECT DESCRIPTION:

Construction shall consist of completing the interior of a building shell. The existing facility is a two story, wood frame, 22,000 SF building to be shared with two County entities. The Library and North County Service Center shall share the building. Work shall include a new concrete slab, increased structural construction, mechanical, plumbing, electrical and architectural. Minimal site work shall be constructed to accommodate new ADA parking and lighting upgrades.

CONSTRUCTION ESTIMATE: \$3,082,000, including 1 Alternate Bid Items.

PRE-BID SITE VISIT:

Tuesday, April 30, 2013 at 10:00 AM at 6555 Capistrano, Atascadero, CA. While not mandatory, all bidders are strongly encouraged to attend.

CONTRACT DOCUMENTS MAY BE OBTAINED FROM:

Interested parties may examine the plans, specifications, and working details for the project, and obtain a complete copy of the bid documents at the following location:

General Services Agency
1087 Santa Rosa Street,
San Luis Obispo, California 93408
(805) 781-5200
\$75 per set - Non-refundable

PROJECT INFORMATION MAY BE OBTAINED FROM:

Creed Bruce
Capital Project Coordinator
Phone: (805) 781-4154
Fax: (805) 781-5215
E-mail: cbruce@co.slo.ca.us

Contractor's License Requirements:

Pursuant to California Public Contract Code Section 3300, the County has determined that the prime contractor's license classification shall be "B" at the time that contract is awarded.

Business and Profession Code Section 7028.15(a) states that it is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefore, except in any of the following cases:

- (1) The person is particularly exempted from licensing under Chapter 9 Business and Professions Code.
- (2) If the bidder is making a bid as a joint venture, each person submitting a bid shall be subject to the section regarding their individual license.

Section 7028.15 does not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form a joint venture with licensed contractors to render those services within their respective practices. Contractors may be subject to penalties for failure to comply with the provisions of Section 7028.15 of the Business and Professions Code and 20103.5 of the Public Contract Code.

Bond Requirements:

The County is required to verify licensure before awarding a bid. The Contractor is requested to provide the information regarding its license. Failure of the Contractor to be properly licensed upon submission of a bid, except as noted above, shall cause the bid to be considered non-responsive and it shall be rejected.

Bid Bond:

Bid must be accompanied by Cash, Certified or Cashier's Check, or a Bidder's Bond secured from a company ADMITTED to transact business in the State of California, in the sum of not less than 10% of the total aggregate amount of the Bid, and said Check or Bond shall be made payable to the order of the County of San Luis Obispo as liquidated damages in case the successful bidder fails to file satisfactory bonds and insurance as required by the Contract Documents, or fails or refuses to enter into a Contract within the specified time.

The Bonding Company or Companies/Surety or Sureties on all bonds furnished shall be secured from a surety company ADMITTED to transact business in the State of California by the California Department of Insurance, maintaining an A.M Best rating of "A-, FSC VII" or better and must be satisfactory to the County Board of Supervisors. No Contract shall arise until all bonds and insurance have been approved. All bonds shall be furnished by the bidder to whom the Contract has been awarded at its own cost and expense.

Should any surety or sureties be deemed unsatisfactory at any time by the County, notice will be given to the Contractor to that effect, and the Contractor shall forthwith substitute a new surety or surety satisfactory to the County. No further payment shall be deemed due or will be made under the Contract until the new sureties qualify and are accepted by the County.

All alterations, time extensions, extra and additional Work, and other changes authorized by the Specifications or any part of the Contract may be made without securing the consent of the surety or sureties on the Contract bonds.

Performance Bond:

Pursuant to Section 20129 of the State of California Public Contract Code, the successful bidder shall, within ten (10) days of award of a Contract simultaneously with the execution and delivery of the Agreement, execute a faithful performance bond in an amount equal to 100% of the Contract Sum, secured from a surety company **ADMITTED** to transact business in the State of California by the California Department of Insurance, maintaining **an A.M. Best rating of "A-, FSC VII"** or better and must be satisfactory to the County and on the Performance Bond form contained in these Contract Documents.

Payment Bond:

Pursuant to Section 9550 through 9566, inclusive, of the Civil Code of the State of California, the successful bidder shall, within ten (10) days of award of a Contract exceeding \$25,000, simultaneously with the execution and delivery of the Agreement, execute a Payment Bond in the amount equal to 100% of the Contract price, secured from a surety company **ADMITTED** to transact business in the State of California by the California Department of Insurance, maintaining **an A.M. Best rating of "A-, FSC VII"** or better and must be satisfactory to the County and on the Payment Bond form contained in these Contract Documents.

Maintenance Bond:

Contractor shall furnish, in addition to the Bonds elsewhere required by the Contract Documents, an approved Surety Company Bond, secured from a surety company ADMITTED to transact business in the State of California by the California Department of Insurance, maintaining an **A.M. Best rating of "A-, FSC VII"** or better and must be satisfactory to the County and on the Maintenance Bond form contained in these Contract Documents., equal to five percent (5%) of the total amount of the Contract which shall hold good for a period of one year after the date the County's Notice of Completion and Acceptance is filed with the Clerk of the County of San Luis Obispo. Said Bond shall protect the County against the result of faulty material or workmanship during that time.

Prevailing Wage Project:

Pursuant to the provisions of Section 1770 of the Labor Code of the State of California, the Director of Industrial Relations of the State of California has ascertained the general prevailing rates of wages and employer payments for health and welfare, vacations, pensions, and similar purposes applicable to the Work to be done. Not less than the general prevailing rate of per diem wages for Work of a similar character in the locality in which the public Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime Work fixed as provided in Section 1771 of the Labor Code, shall be paid to all workers employed on public works, including employer payments as defined in Section 1773.1 of the Labor Code. The Prevailing Wage Rate determination is on file with the Clerk of the Board of Supervisors and is available for public inspection and is considered a part of this Specification.

Rejection of Bids:

The body awarding any contract for public work, or otherwise undertaking any public work, shall specify in the call for bids for the contract, and in the bid specifications and in the contract itself, what the general rate of per diem wages is for each craft, classification, or type of worker needed to execute the contract. In lieu of specifying the rate of wages in the call for bids, and in the bid specifications and in the contract itself, the awarding body may, in the call for bids, bid specifications, and contract, include a statement that copies of the prevailing rate of per diem wages are on file at its principal office, which shall be made available to any interested party on request. The awarding body shall also cause a copy of the determination of the director of the prevailing rate of per diem wages to be posted at each job site.

The County reserves the right to reject any and all bids, or to waive any irregularities or informalities in any bid or in the bidding procedure, or to postpone the bid opening or award for good cause.

The County will permit the successful bidder to substitute securities for retention monies withheld to ensure performance of the contract, in accordance with Public Contract Code Section 22300.

[Add payment bond language pursuant to Civil Code section 9550.]

Bid Opening:

All bids must be addressed to: Chair of the Board of Supervisors, County of San Luis Obispo, and delivered to the County Clerk, New County Government Center, 1055 Monterey Street, (1st Floor), San Luis Obispo, CA 93408, and shall bear the Project Title, Project Number and Name of the Bidder

Said bids shall be opened and read aloud by the County Clerk, on the date specified above promptly at 3:15 PM in a public setting.

The Bidder must satisfy themselves by personal examination of the location of the proposed Work and by such other means as they prefer as to the actual conditions and requirements of the Work. It is the sole responsibility of the bidder to ensure that their bid is received in proper time and at the proper location. Any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

CONTRACT DOCUMENTS

FOR

**Library – Atascadero - Library Expansion,
#320030**

**General Government – North County - North County Service Center
#320035**



**GENERAL SERVICES AGENCY
COUNTY OF SAN LUIS OBISPO**

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00010 INVITATION TO BIDDERS

1. PROJECT IDENTIFICATION

Notice is hereby given that sealed bids will be received by the County Clerk of the County of San Luis Obispo, California, at their new offices in the **New County Government Center at 1055 Monterey Street, Suite D120 (1st Floor), San Luis Obispo, CA 93408**, until 3:00 P.M. on **May 16, 2013** for the projects entitled: **Library – Atascadero – Library Expansion, #320030**; and **Gen Govt – North County – “One Stop” Service Center, #320035** located at **6555 Capistrano, Atascadero, CA**, with drawings and specifications for said Work on file in the office of the Clerk of the Board of Supervisors.

2. DESCRIPTION OF THE WORK

Construction shall consist of completing the interior of a building shell. The existing facility is a two story, wood frame, 22,000 SF building to be shared with two County entities. The Library and North County Service Center shall share the building. Work shall include a new concrete slab, increased structural construction, mechanical, plumbing, electrical and architectural. Minimal site work shall be constructed to accommodate new ADA parking and lighting upgrades.

3. EXAMINATION AND PROCUREMENT OF DOCUMENTS

Contract Documents may be obtained from the General Services Agency, 1087 Santa Rosa Street, San Luis Obispo, California 93408, (next to the New County Government Center) for the purchase price of Seventy-Five Dollars (\$75) per set; said purchase cost is not to be refunded.

4. PRE-BID SITE VISIT:

Tuesday April 30, 10:00 AM at 6555 Capistrano, Atascadero CA. While not mandatory, all bidders are strongly encouraged to attend.

5. BID OPENING

- 5.1.** All bids must be addressed to: Chair of the Board of Supervisors, County of San Luis Obispo, and delivered to the County Clerk, New County Government Center, 1055 Monterey Street, Suite D-120 (1st Floor), San Luis Obispo, CA 93408, and shall bear the Project Title, Project Number and Name of the Bidder
- 5.2.** Said bids shall be opened and read aloud by the County Clerk, on the date specified above promptly at 3:15 PM in a public setting.
- 5.3.** The Bidder must satisfy themselves by personal examination of the location of the proposed Work and by such other means as they prefer as to the actual conditions and requirements of the Work. It is the sole responsibility of the bidder to ensure that their bid is received in proper time and at the proper location. Any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

6. CERTIFICATION OF BIDS (BID BOND)

Bid must be accompanied by Cash, Certified or Cashier's Check, or a Bidder's Bond secured from a company ADMITTED to transact business in the State of California, in the sum of not less than 10% of the total aggregate amount of the Bid, and said Check or Bond shall be made payable to the order of the County of San Luis Obispo as liquidated damages in case the successful bidder fails to file satisfactory bonds and insurance as required by the Contract Documents, or fails or refuses to enter into a Contract within the specified time.

7. GOVERNING LAWS AND REGULATIONS

7.1. Public Contract Code

The bidding of this project is governed by the California State Public Contract Code. The Contract will be awarded to the lowest responsible bidder, subject to the County's right to reject any or all bids and to waive any informality in the bids or in the bidding. If two or more bids are the same and the lowest, the County may accept the one it chooses.

The State of California Public Contract Code makes provisions for the rejection of bids and sets forth alternate Contract procedures. If all bids are rejected, the County Board of Supervisors, after re-evaluating its project cost estimates, may, subject to the provisions of Section 22038 of the Public Contract Code; (1) abandon the project, (2) re-advertise for bids, (3) proceed with the project utilizing County personnel or force account if a resolution is passed by a 4/5 th vote of the Board declaring that the project can be performed more economically by the employees of the County. If no bids are received, the project may be performed by County employees by force account or by negotiated Contract. In the event any action is taken by the Board of Supervisors, pursuant to Section 22038 all bidders will be notified in writing.

7.2. Contractor's License

A Contractor is required to be licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code.

Pursuant to Section 3300, of the Public Contract Code, the classification of the bidder's Contractor's License shall be "**B**". Failure of a bidder to obtain adequate licensing for an award of a Contract shall constitute a failure to execute the Contract and shall result in the forfeiture of the Bidder's Bond.

7.3. Payment of General Prevailing Rate

Pursuant to the provisions of Section 1770 of the Labor Code of the State of California, the Director of Industrial Relations of the State of California has ascertained the general prevailing rates of wages and employer payments for health and welfare, vacations, pensions, and similar purposes applicable to the Work to be done. Not less than the general prevailing rate of per diem wages for Work of a similar character in the locality in which the public Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime Work fixed as provided in Section 1771 of the Labor Code, shall be paid to all workers employed on public works, including employer payments as defined in Section 1773.1 of the Labor Code. The Prevailing Wage Rate determination is on file with the Clerk of the Board of Supervisors and is available for public inspection and is considered a part of this Specification.

7.4. Classification Not Covered by Prevailing Rate

Any laborer or mechanic employed to perform Work on the project under this Contract, which Work is not covered by any of the stipulated classifications, shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds to the Work to be performed by him and such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification. In the event of any dispute on that question, the question and the information shall be referred for determination to the Board of Supervisors or to any official designated by the Board of Supervisors, whose decision on the question shall be conclusive on the parties to this Contract with the same effect as if the Work performed by such laborer or mechanic had been classified and the minimum rate specified herein.

7.5. Overtime, Sundays and Holidays

Not less than one and one-half (1-1/2) times the basic hourly rate plus applicable employer payments. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type of worker employed on the project.

7.6. Apprentices

Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any sub-contractor under them. It is the Contractor's responsibility to submit contract award information to the Department of Industrial relations as required by the Labor Code.

**STATE OF CALIFORNIA - DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS**

TO: California Department of Industrial Relations
Division of Apprenticeship Standards
P.O. Box 420603
San Francisco California 94142

FROM: AWARDING AGENCY

**EXTRACT OF
PUBLIC WORKS CONTRACT AWARD**

A CONTRACT TO PERFORM PUBLIC WORKS UNDER LABOR CODE SECTION 1777.5 HAS BEEN AWARDED TO:

2. NAME OF GENERAL CONTRACTOR		3. CONTRACTOR'S LICENSE NO	
4. MAIL ADDRESS (STREET NUMBER OR P.O. BOX)		5. CITY	
		6. ZIP CODE	7. TELEPHONE NUMBER
8. ADDRESS OR LOCATION OF PUBLIC WORKS SITE (INCLUDE CITY AND/OR COUNTY)			
9. CONTRACT OR PROJECT NUMBER		10. DOLLAR AMOUNT OF CONTRACT AWARD \$	
11. STARTING DATE (ESTIMATED OR ACTUAL) MONTH DAY YEAR / / (USE NUMBERS)		12. COMPLETION DATE (ESTIMATED OR ACTUAL) MONTH DAY YEAR / / (USE NUMBERS)	
13. TYPE OF CONSTRUCTION (HIGHWAY, SCHOOL, HOSPITAL, ETC.)		14. <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> ALTERATIONS	
15. CLASSIFICATION OR TYPE OF WORKER (CARPENTER, PLUMBER, ETC.) THAT WILL BE EMPLOYED BY THE CONTRACTOR(S)			
16. Is language included in the Contract Award to effectuate the provision of section 1777.5, as required by the Labor Code? <input type="checkbox"/> Yes <input type="checkbox"/> No Is language included in the Contract Award to effectuate the provisions of Section 1776, as required by the Labor Code? <input type="checkbox"/> Yes <input type="checkbox"/> No			
17. SIGNATURE		18. TITLE	19. DATE
20. PRINTED OR TYPED NAME		21. TELEPHONE NUMBERS	

00100 INSTRUCTIONS TO BIDDERS

1. DESCRIPTION OF WORK:

Selective Demolition:

Demolition of existing site conditions to accommodate the new work for ADA parking, planters and bicycle parking. Demolition to include removal and disposal of materials in accordance with County and City requirements for waste. Contractor to coordinate and protect site improvements to remain in place. Contractor to fence off and secure the construction area.

Site Improvements:

Site improvements to include expansion of ADA parking, planters, rear access to the building and adjustments to the exterior lighting. Utility work to connect to the existing utilities, sewer and storm drain. Contractor to install all required SWPPP installations.

Building Demolition:

Building demolition shall include removal and reuse of the front door, removal of the interior stairs, finishes, fixtures and shear walls.

Building Improvements:

Building improvements shall include all of the interior improvements to the building including materials, finishes, structural systems upgrades, mechanical, plumbing, fire suppression, electrical systems and bidding alternates.

Work to be performed in strict accordance with the Contract Documents as defined in 00500 Agreement Article 6.

2. TIME AND PLACE FOR RECEIVING BIDS: Sealed bids will be received by the San Luis Obispo County Clerk's Office at:

New County Government Center - 1055 Monterey Street

Ground Floor, Suite D-120

San Luis Obispo, CA 93408

until **Thursday May 16, 2013** at 3:00 PM local time.

3. PRE-BID SITE VISIT: A Pre-Bid Site Visit is scheduled for **Tuesday April 30, 2013 at 10:00 AM at 6555 Capistrano, Atascadero, CA** While not mandatory, all bidders are strongly encouraged to attend and visit the site.

4. TIME OF COMPLETION: The overall time of completion for the Project is **Two Hundred Seventy (270)** calendar days. Additional time limitations and limitations on construction are contained in Article 7, of the General Conditions.

5. LIQUIDATED DAMAGES: The Contract is subject to liquidated damages that are described in Article 7, Paragraph 7.4 - Work Not Completed in Time and Assessment of Damages.

6. PROCUREMENT OF CONTRACT DOCUMENTS:

General Services Agency

1087 Santa Rosa Street,

San Luis Obispo, California 93408

(805) 781-5200

\$ 75 per set - Non-refundable

Documents are also available for viewing at the office above.

7. PROJECT INFORMATION:

Creed Bruce

Capital Project Coordinator

Phone: 805-781-4154,

e-mail: cbruce@co.slo.ca.us]

- 8. EXAMINATION OF PROJECT LOCATION & CONTRACT DOCUMENTS:** Bidder shall, prior to submitting a bid, carefully examine the location of the proposed project, and review the Contract Documents, to become fully aware of the Work and of the conditions relating to construction and labor under which the Work will be or is performed, and, so far as possible, the successful bidder must employ such methods and means regarding the Work of any subcontractor or worker, and in carrying out their Work as will not cause any interruption or interference with any other contractor, subcontractor or worker, it being specifically understood and agreed that the County shall be in no way responsible for any loss or damage occurring as a result thereof.

The limit of the Work area is designated on the drawings and the Contractor shall confine their operations to this area and along the adjacent public areas under the control of and with express permission of the County of San Luis Obispo.

- 9. INTERPRETATION OF CONTRACT DOCUMENTS:** If any Bidder is in doubt as to the true meaning of any part of the Plans, Specifications, or other Contract Documents, or finds discrepancies in, or omissions from the Plans or Specifications, they may submit to the County Capital Projects Coordinator, listed above, a written request for an interpretation or correction thereof not less than five (5) working days prior to the date bids are to be opened. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by Addendum and will be mailed, e-mailed, faxed or delivered to each Planholder listed in the General Services Agency as receiving a set of such documents for the project. The County will not be responsible for any other explanation or interpretation of the Contract Documents.

- 10. BIDDER'S REPRESENTATION:** No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same Work, unless alternate bids are called for. A person, firm, or corporation submitting a sub-proposal to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

11. CONTENT & VALIDITY OF BIDS:

- A. Validity:** All bids shall be valid for a period of Ninety (90) days from the bid opening date.
- B. Alternate Proposals:** Bids shall not contain any recapitulations of the Work to be done. Alternate proposals will not be considered unless specifically called for.
- C. Sales Taxes:** Bids shall include any and all Federal, State and Local taxes of whatever nature in connection with material to be furnished to the County. Absolutely no extras shall be allowed for such by the County.
- D. Payment of General Prevailing Rate of Wages:** Pursuant to the provisions of Section 1770 of the Labor Code of the State of California, the Director of Industrial Relations of the State of California has ascertained the general prevailing rates of wages and employer payments for health and welfare, vacations, pensions, and similar purposes applicable to the Work to be done. Not less than the general prevailing rate of per diem wages for Work of a similar character in the locality in which the public Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime Work fixed as provided in

Section 1771 of the Labor Code, shall be paid to all workers employed on public works, including employer payments as defined in Section 1773.1 of the Labor Code. The Prevailing wage rate determination is on file with the Clerk of the Board of Supervisors and is available for public inspection and is considered a part of this Specification.

- E. **Payment of Minimum Wage:** Labor on this project shall be paid no less than the greater of the minimum wage rates established by the U.S. Secretary of Labor or by the State of California's Director of the Department of Industrial Relations.

12. BIDDING PROCEDURES: In order to receive consideration, all bids shall be made in accordance with the following instructions:

- A. **Bid Form:** Bids shall be made upon the form provided therefor, properly executed and with all items filled out; numbers shall be stated both in writing and in figures, the signature of all persons signing shall be in longhand.
- B. **Addenda:** Any Addenda issued before the time in which to submit bids expires shall form a part of the Contract Documents and shall be covered in the bid. Each bidder shall confirm receipt of any and all addenda in the space provided in Paragraph 1 of the Bid Form.
- C. **Certification of Bids (Bidders Bond):** Each bid must be accompanied by cash, a certified or cashier's check or a Bidder's Bond secured from a company **ADMITTED** to transact business in the State of California in the sum of not less than ten percent (10%) of the total aggregate amount of the bid and said checks or bond shall be made payable to the order of the County of San Luis Obispo as liquidated damages in the event the successful bidder fails to file satisfactory bonds as otherwise required by the Contract Documents, or fails to or refuses to enter into a Contract within the specified time.
- D. **Subcontractor List:** All bidders must submit with their bids a list of all proposed subcontractors in compliance with Sections 4100, et seq, of the State Public Contract Code. Forms for this designation are furnished on the Bid Form.
- E. **Designation of Insurance Company and Agent or Broker:** All bidders must submit with their bids the name and address of the company proposed to provide the required insurance as described in the General Conditions. Any and all insurance companies must be **AUTHORIZED** to transact business in the State of California by the California Department of Insurance. All bidders must also submit the name, address, and telephone number of the agent or broker procuring the insurance. A form for this purpose is furnished with the Bid Form.
- F. **Designation of Bonding/Surety Company and Agent or Broker:** All bidders must submit with their bids the name and address of the company proposed to provide the required payment, performance and maintenance bonds as described in the General Conditions. Any and all bonds must be issued by a company **ADMITTED** to do business in the State of California by the California Department of Insurance. All bidders must also submit the name, address, and telephone number of the agent or broker procuring the bonds. A form for this purpose is furnished with the Bid Form.
- G. **Non-Collusion Affidavit:** All bidders shall submit with their bids a fully executed Non-Collusion Affidavit in compliance with Section 7106 of the State of California Public Contract Code. A form for this purpose is furnished with the Bid Form.
- H. **Contractor's License:** Each bidder must possess a Class "**B**" California Contractor's License as required under provisions of the California Business and Professions Code.

13. WITHDRAWAL OF BIDS

- A. Withdrawal of Bids prior to Bid Opening:** Any bidder may withdraw their bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids, as allowed in State Public Contract Code.
- B. Withdrawal of Bids after Bid Opening:** No bidder shall withdraw their bid for a period of **Ninety (90)** days after the date set for the opening thereof.
- C. Relief of Bidder Due to Clerical Error:** A Bidder may not be relieved of their bid unless by consent of the awarding authority nor shall any change be made in the bid because of a mistake except as provided in the State Public Contract Code Section 5101, et seq.

- 14. BONDING REQUIREMENTS:** The Bonding Company or Companies/Surety or Sureties on all bonds furnished shall be secured from a surety company **ADMITTED** to transact business in the State of California by the California Department of Insurance, maintaining an **A.M Best rating of "A-, FSC VII"** or better and must be satisfactory to the County Board of Supervisors. No Contract shall arise until all bonds and insurance have been approved. All bonds shall be furnished by the bidder to whom the Contract has been awarded at its own cost and expense.

Should any surety or sureties be deemed unsatisfactory at any time by the County, notice will be given to the Contractor to that effect, and the Contractor shall forthwith substitute a new surety or surety satisfactory to the County. No further payment shall be deemed due or will be made under the Contract until the new sureties qualify and are accepted by the County.

All alterations, time extensions, extra and additional Work, and other changes authorized by the Specifications or any part of the Contract may be made without securing the consent of the surety or sureties on the Contract bonds.

- A. Performance Bond:** Pursuant to Section 20129 of the State of California Public Contract Code, the successful bidder shall, within ten (10) days of award of a Contract simultaneously with the execution and delivery of the Agreement, execute a faithful performance bond in an amount equal to 100% of the Contract Sum, secured from a surety company **ADMITTED** to transact business in the State of California by the California Department of Insurance, maintaining an **A.M. Best rating of "A-, FSC VII"** or better and must be satisfactory to the County and on the Performance Bond form contained in these Contract Documents.
- B. Payment Bond:** Pursuant to Section 9550 through 9566, inclusive, of the Civil Code of the State of California, the successful bidder shall, within ten (10) days of award of a Contract exceeding \$25,000, simultaneously with the execution and delivery of the Agreement, execute a Payment Bond in the amount equal to 100% of the Contract price, secured from a surety company **ADMITTED** to transact business in the State of California by the California Department of Insurance, maintaining an **A.M. Best rating of "A-, FSC VII"** or better and must be satisfactory to the County and on the Payment Bond form contained in these Contract Documents.
- C. Maintenance Bond:** Contractor shall furnish, in addition to the Bonds elsewhere required by the Contract Documents, an approved Surety Company Bond, secured from a surety company **ADMITTED** to transact business in the State of California by the California Department of Insurance, maintaining an **A.M. Best rating of "A-, FSC VII"** or better and must be satisfactory to the County and on the Maintenance Bond form contained in these Contract Documents., equal to five percent (5%) of the total amount of the Contract which shall hold good for a period of one year after the date the County's Notice of Completion and Acceptance is filed with the Clerk of the County of San Luis Obispo. Said Bond shall protect the County

against the result of faulty material or workmanship during that time.

Recordation of the Notice of Completion and Acceptance shall not be deemed an acceptance of latent defects nor shall it constitute a waiver of any of the provisions of this Contract.

15. COPIES OF CONTRACT DOCUMENTS & FORMS:

- A. General:** The complete Contract shall consist of the following identified documents herein referred to as the Contract Documents: Invitation to Bidders, Instructions for Bidders, Information for Bidders, Bid Form, Supplements to Bid Form, Agreement, Bond Requirements and Forms, Guarantees, Insurance, General Conditions, Specifications, Soils Reports and attached supplemental information, Drawings, any Addenda, and any Change Orders, Field Orders, or the County's Directives issued thereto and all are intended to cooperate and be complementary so that any Work called for in one and not mentioned in the other, or vice versa, shall be executed the same as if mentioned in all said documents. The Contract shall include all labor, materials, equipment, transportation, and services necessary for the proper execution of the Work.

- B. Plans and Specifications:** Six (6) sets of Plans & Specifications will be transmitted to the successful bidder at the Preconstruction Conference. Additional sets will be available from the County at their reproduction costs. Quantities stated in the Contract Documents are approximate only and are subject to correction upon final measurement of the Work accomplished and subject further to rights reserved by the County to increase or diminish the amount of Work under any classification, as the design or construction needs require.

- C. Agreements & Bonds:** The form of Agreement that the successful bidder, as Contractor, will be required to execute and the form of bonds which they will be required to furnish are included in the Contract Documents and should be carefully examined by each bidder. The Agreement shall be executed in two (2) original counterparts.

00300 - BID FORM

TO: The County of San Luis Obispo, State of California, as Owner herein called the County:

1. BID

1.1. BASE BID

Pursuant to and in compliance with the Notice to Bidders and Contract Documents relating to the project:

Library – Atascadero – Library Expansion, #320030
Gen Govt – North County – “One Stop” Service Center, #320035

including Addenda Nos. _____, the undersigned bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and the costs of the Work at the place where the Work is to be done, hereby proposes and agrees to fully perform the Work within the time stated in strict accordance with the Contract Documents (including the furnishing of any and all labor, materials, tools expendable equipment, and utility and transportation services necessary to fully perform the Work and complete it in a workmanlike manner) for the total Base Bid sum of:

_____ Dollars (\$ _____)

NOTE: Failure to acknowledge Addenda may be grounds for rejection of the bid.

1.2. ALTERNATE BID ITEMS:

NOTE: A Bidder must bid on each alternate and must indicate if each alternate is additive:

A. Alternate #1: Paint exterior of building. Refer to drawings page(s) T-1, A4.1 and specifications section(s) 099113 .

Add:

_____ Dollars (\$ _____)

Contractor: _____

2. CONDITIONS OF BID

It is understood and agreed that if written notice of the acceptance of this proposal is mailed or delivered personally to the undersigned bidder within ninety (90) days after the opening of the proposal, or at any time thereafter before it is withdrawn, the undersigned bidder will execute and deliver the signed Agreement (two originals) to the County in accordance with the proposal as accepted together with the insurance documents specified in the General Conditions, and will also furnish and deliver to the County the Performance Bond and Payment Bond as specified, all within ten (10) days after personal delivery or deposit in the mail, as the case may be, of the Notice of Award and that the Work under the Contract shall be commenced by the undersigned bidder on the date to be stated in the County's Notice to Proceed, and shall be completed in the time specified in the Agreement of said Contract Documents.

The Notice of Award or any request for additional information may be addressed to the undersigned bidder at the business address set forth herein.

Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy between words and figures the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.

3. CONTRACTOR'S LICENSE

Section 7028.15(a) of the Business and Profession Code states that it is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a Contractor within this state without having a license therefor, except in any of the following cases:

- 3.1.** The person is specifically exempted from licensing under the Business and Professions Code.
- 3.2.** If the bidder is making a bid as a joint venture, each person submitting the bid shall be subject to the section in regard to their individual license.
- 3.3.** The section does not affect the right or ability of a licensed architect or registered professional engineer to form a joint venture with licensed Contractors to render those services within their respective licenses.
- 3.4.** For those projects where Federal funds are involved, per Section 20103.5 of the State of California Public Contract Code, the Contractor must be properly licensed at the time of award of Contract. Contractors may be subject to penalties for failure to comply with the provisions of Section 7028.15 of the Business and Professions Code and 20103.5 of the Public Contract Code.

The County is required to verify licensure before awarding a bid. The Contractor is requested to provide the information regarding its license. Failure of the Contractor to be properly licensed upon submission of a bid, except as noted above, shall cause the bid to be considered non-responsive and it shall be rejected.

License Classification(s) _____ License Number _____ Expiration _____

)

Sign Here))

)

Signature of Bidder

Business Address:

Telephone:

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officers authorized to sign Contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts in behalf of the co-partnership; and if bidder is an individual, their signature shall be placed above.

2. DESIGNATION OF INSURANCE COMPANY, INSURANCE AGENT OR BROKER

The State of California has specific laws regarding the **AUTHORIZATION** of Insurance Agents, Brokers and Insurance Companies doing business within the State. Failure to conform to those requirements requires immediate replacement of the non-conforming individual or entity, acceptable to the County. No contract shall arise until all insurance has been approved by the County.

The County of San Luis Obispo requires all insurance to be issued by a company that is "AUTHORIZED" to transact business in the State of California.

The following insurance agent/broker and insurance company is proposed to provide policies of insurance or insurance certificates as are required by the General Conditions:

2.1. Name of Insurance Company(ies) providing coverage:

(Corporate Name and dba Name) _____
(Use a separate sheet of paper if necessary)

Address _____

Phone Number _____

FAX Number _____

2.2. Name of Agent or Broker procuring Insurance coverage: _____

(Corporate Name and dba Name) _____
(Use a separate sheet of paper if necessary)

License # of Agent or Broker _____

Address _____

Phone Number _____

FAX Number _____

3. DESIGNATION OF BONDING COMPANY/SURETY AND AGENT

The State of California has specific laws regarding the **ADMITTANCE** of Bonding Companies, Sureties, Agents and Brokers doing business within the State. Failure to conform to those requirements requires immediate replacement of the non-conforming individual or entity, acceptable to the County. No contract shall arise until all insurance and bonds have been approved by the County.

The County of San Luis Obispo requires all insurance to be issued by a company that is "ADMITTED" to transact business in the State of California.

The following Bonding Company or Surety is proposed to provide payment, performance and maintenance bonds as required by the General Conditions:

3.1. Name of Insurance Company(ies) providing coverage: _____

(Corporate Name and dba Name) _____

(Use a separate sheet of paper if necessary)

Address _____

Phone Number _____

FAX Number _____

3.2. Name of Agent or Broker procuring Insurance coverage: _____

(Corporate Name and dba Name) _____

(Use a separate sheet of paper if necessary)

Address _____

Phone Number _____

FAX Number _____

4. NON-COLLUSION AFFIDAVIT

Each bidder shall execute and submit with the Bid Form an Affidavit of Non-collusion in the following form:

(See Public Contract Code sec. 7106.)

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID**

State of California)
) ss
County of San Luis Obispo)

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at _____, California

on the ____ day of _____, 201__.

(Signed)

CERTIFICATION OF BIDS (BID BOND)

Each bid must be accompanied by cash, a certified or cashier's check or a Bidder's Bond secured from a company **ADMITTED** to transact business in the State of California in the sum of not less than ten percent (10%) of the total aggregate amount of the bid and said checks or bond shall be made payable to the order of the County of San Luis Obispo as liquidated damages in the event the successful bidder fails to file satisfactory bonds as otherwise required by the Contract Documents, or fails to or refuses to enter into a Contract within the specified time.

BIDDER'S CERTIFICATE (BID BOND)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal, and _____, as Surety, are held and firmly bound unto the County of San Luis Obispo, State of California, (hereinafter called "County") in the penal sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to the County for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, 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 hereunder exceed the sum of _____ Dollars (\$_____.)

The condition of this obligation is such that a bid to the County for certain construction specifically described as follows, for which bids are to be opened on _____ 201__, has been submitted by Principal to the County:

Construction shall consist of completing the interior of a building shell. The existing facility is a two story, wood frame, 22,000 SF building to be shared with two County entities. The Library and North County Service Center shall share the building. Work shall include a new concrete slab, increased structural construction, mechanical, plumbing, electrical and architectural. Minimal site work shall be constructed to accommodate new ADA parking and lighting upgrades. Work to be performed in strict accordance with the Contract Documents as defined in 00500 Agreement Article 6.

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within ninety (90) days after said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented for signature, enter into a written Contract with the County, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with the County, 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; otherwise, it shall be and remain in full force, virtue and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Contract or to the Work to be performed there-under or the specifications accompanying the same shall in any manner affect its obligations of this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by the County and judgment is recovered, the Surety shall pay all costs incurred by the County in such suit, including a reasonable attorney's fee to be fixed by the court. Death of the Principal shall not relieve Surety of its obligations hereunder.

IN WITNESS WHEREOF, this document has been duly executed by the Principal and Surety named above on the _____ day of _____, 201 ____.

CONTRACTOR AS PRINCIPAL:

Signature

Please Print Name

Title

Full Name of Business, including dba

SURETY:

Note: Signature of those executing for Surety must be properly acknowledged and notarized.

Signature

Please Print Name

Title

(SEAL)

Type of Business

Full Name of Business, including dba

NOTARY:

State of California County of _____

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

WITNESS my hand and official seal.

Signature _____
(Secretary)

(NOTARY SEAL)

00500 – AGREEMENT

THIS IS AN AGREEMENT made and entered into this ____ day of _____, 201__, by and between the County of San Luis Obispo, a political subdivision and one of the counties of the State of California, hereinafter referred to as "County", and (complete **one** of the following):

1. Corporation: _____
(Insert Corporation Name)

a corporation organized and existing under the laws of the State of:

(Insert Name of State)

2. Partnership: _____
(Insert Name of Partnership)

3. Individual: _____
(Insert Name of Individual)

doing business as: _____
(Insert dba Name)

hereinafter referred to as "Contractor". In consideration of the mutual covenants, conditions, promises, and agreements herein contained, the County and Contractor hereby mutually covenant and agree as follows:

ARTICLE 1 - SCOPE OF WORK:

Said Contractor agrees to furnish all tools, equipment, apparatus, facilities, expendable equipment, utility and transportation services, and labor and materials necessary to perform and complete in a workmanlike manner, and in strict accordance with the Contract Documents, (defined in Article 6 herein) the Work of: **Library – Atascadero – Library Expansion, #320030; Gen Govt – North County – "One Stop" Service Center, #320035**, in the County of San Luis Obispo, State of California, as called for in the drawings and specifications adopted by the County, which said drawings and specifications are identified by the signature of the parties of this Agreement. It is understood and agreed that said tools, equipment, apparatus, facilities, expendable equipment, utility and transportation services, labor and materials shall be furnished, and said Work performed and completed as required in said Contract Documents, and subject to the approval of the County and the County's duly authorized representatives.

ARTICLE 2 - TIME OF COMPLETION:

The Work shall be commenced within **Ten (10) calendar days** from date of the County's "Notice to Proceed", and shall be fully completed no later than **Two Hundred Seventy (270) calendar days** from and after the aforementioned date. Time is of the essence in this Contract.

ARTICLE 3 - CONTRACT PRICE:

The County will pay the Contractor in current funds for the full and complete performance of this Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of:

_____ Dollars (\$_____).

ARTICLE 4 - DELAYS:

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of Contractor, and the General Services Agency Director so certifies, the County shall, without terminating this Contract,

make payment of the balance due for that portion of the Work completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 5 - ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

The acceptance by the Contractor of final payment shall be and shall operate as a release to the County of all claims and all liability to the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the County and others relating to or arising out of this Work. No payment, however, final or otherwise, shall operate to release the Contractor or its sureties from any obligations under this Contract or the Performance and Payment Bond.

ARTICLE 6 - CONTRACT DOCUMENTS:

The complete Contract between the parties hereto shall consist of the following identified documents herein referred to as the Contract Documents: Invitation to Bidders, Instructions for Bidders, Information for Bidders, Bid Form, Supplements to Bid Form, Agreement, Bond Requirements and Bond Forms, Insurance and Guarantees, General Conditions, Special Federal Requirements (only if included), Specifications, Soils Reports and attached supplemental information, Drawings, any Addenda, executed Change Orders and Modifications. The Contract shall include all labor, materials, equipment, expendable equipment, utility and transportation services, and any other services necessary for the proper execution of the Work.

ARTICLE 7 - LAW AND VENUE:

This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in SAN LUIS OBISPO COUNTY and such COUNTY shall be the venue for any action of proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

ARTICLE 8 - CONFLICTS OF INTEREST:

No official of the County who is authorized on behalf of the County to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the County who is authorized on behalf of the County to exercise any executive, supervisory or other similar function in connection with the construction of the project shall become directly or indirectly interested personally in this Contract or in any part thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY:

APPROVAL RECOMMENDED:

Janette Pell, General Services Agency Director

COUNTY OF SAN LUIS OBISPO
a public entity in the State of California

By: _____
Chair of the Board of Supervisors

Approved by Board Action on:
_____, 201__

ATTEST:

Clerk of the Board of Supervisors

By: _____
Deputy Clerk

APPROVED AS TO FORM:

Rita Neal
County Counsel

By: _____
Shannon Matuszewicz
Assistant County Counsel

CONTRACTOR:

(Full Business Name)

(Type of Business Print or Type)

(Business Address)

(City, State, Zip Code)

By: _____
(Signature)

(Name, Official Title)

(Telephone)

Contractors License Number Classification(s)

CORPORATE CERTIFICATE

I, _____, certify than I am the Secretary of the Corporation

named as Contractor in the foregoing Contract, that, _____

who signed said Contract on behalf of the Contractor, was then _____
of said Corporation, that said Contract was duly signed for and in behalf of said Corporation by authority of its
governing body and is within the scope of its corporate powers.

(Corporate Seal)

(Secretary)

00600 – BOND REQUIREMENTS & FORMS, INSURANCE & GUARANTEES

5. REQUIRED BONDS:

The following bonds are required to perform this Work. The County may require Contractor to obtain additional Performance and Payment Bonds or increases of bonding capacity in the event that there are significant additive Change Orders applied to the Work.

5.1. PERFORMANCE BOND:

Pursuant to Section 20129 of the State of California Public Contract Code, the successful bidder shall, within ten (10) days of award of a Contract simultaneously with the execution and delivery of the Agreement, execute a faithful performance bond in an amount equal to 100% of the Contract Sum, secured from a surety company ADMITTED to transact business in the State of California by the California Department of Insurance, maintaining an A.M. Best rating of "A-, FSC VII" or better and must be satisfactory to the County and on the Performance Bond form contained in these Contract Documents.

5.2. PAYMENT BOND:

Pursuant to Section 9550 through 9566, inclusive, of the Civil Code of the State of California, the successful bidder shall, within ten (10) days of award of a Contract exceeding \$25,000, simultaneously with the execution and delivery of the Agreement, execute a Payment Bond in the amount equal to 100% of the Contract price, secured from a surety company ADMITTED to transact business in the State of California by the California Department of Insurance, maintaining an A.M. Best rating of "A-, FSC VII" or better and must be satisfactory to the County and on the Payment Bond form contained in these Contract Documents.

5.3. MAINTENANCE BOND:

Contractor shall furnish, in addition to the Bonds elsewhere required by the Contract Documents, an approved Surety Company Bond, secured from a surety company ADMITTED to transact business in the State of California by the California Department of Insurance, maintaining an A.M. Best rating of "A-, FSC VII" or better and must be satisfactory to the County and on the Maintenance Bond form contained in these Contract Documents., equal to five percent (5%) of the total amount of the Contract which shall hold good for a period of one year after the date the County's Notice of Completion and Acceptance is filed with the Clerk of the County of San Luis Obispo. Said Bond shall protect the County against the result of faulty material or workmanship during that time.

Recordation of the Notice of Completion and Acceptance shall not be deemed an acceptance of latent defects nor shall it constitute a waiver of any of the provisions of this Contract.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Board of Supervisors of the County of San Luis Obispo, State of California, has awarded to _____ (hereinafter designated as "Principal"), a Contract for the:

Library – Atascadero – Library Expansion, #320030;
Gen Govt – North County – "One Stop" Service Center, #320035, and

WHEREAS, said Principal is required under the terms of said 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 Owner, the County of San Luis Obispo, (hereinafter called "County"), in the 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 bonded Principal, his or her heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said Contract and any alteration thereof made as therein provided, including but not limited to provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, and shall indemnify and save harmless the County, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force, virtue and effect.

Whenever Contractor/Principal shall be, and is declared by the County to be, in default under the contract, the County, having performed the County's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the County, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above the term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor/Principal by the County under the contract and any modifications thereto, less the amount previously properly paid by the County to the Contractor/Principal.

Surety expressly agrees that the County may reject any Contractor or subcontractor that may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the Work if the County, when declaring the Contractor/Principal in default, notifies Surety of the County's objection to Contractor's/Principal's further participation in the completion of the Work.

And 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 manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or additions, to the terms of the Contract or to the Work or specifications. In the event suit is brought upon this bond by the County and judgment is recovered, Surety shall pay all costs incurred by the County in such suit, including a reasonable attorney's fee to be fixed by the Court.

Death of the Principal shall not relieve Surety of its obligations hereunder.

IN WITNESS WHEREOF, this document has been duly executed by Principal and Surety above named on the ____ day of _____, 201__.

CONTRACTOR AS PRINCIPAL:

Signature

Please Print Name

Title

Full Name of Business, including dba

SURETY:

Note: Signature of those executing for Surety must be properly acknowledged and notarized.

Signature

Please Print Name

Title

(SEAL)

Type of Business

Full Name of Business, including dba

NOTARY:

State of California County of _____

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

WITNESS my hand and official seal.

(NOTARY SEAL)

Signature _____
(Secretary)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Board of Supervisors of the County of San Luis Obispo, State of California, and _____ (hereinafter designated as "Principal"), have entered into an Agreement for the furnishing of all materials, labor, services and transportation, necessary, convenient and proper to the project entitled:

Library – Atascadero – Library Expansion, #320030;
Gen Govt. – North County – "One Stop" Service Center, #320035

which said Agreement, effective upon execution by all parties, and all of the contract Documents attached to or forming a part of said Agreement, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law, the Principal is required before entering upon the performance of Work, to file a good and sufficient bond with the body by whom the Contract is awarded, to secure claims to which reference is made in Chapter 5 of the Civil Code of California.

NOW, THEREFORE, said Principal and the undersigned _____, as corporate Surety, are held and firmly bound unto the Owner, the County of San Luis Obispo, (hereinafter called "County"), and unto all laborers, materialmen and other persons referred to in said statutes in the sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly 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 bonded Principal, his or her subcontractors, or the heirs, executors, administrators, successors, or assigns of any all or either of them, shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to Work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and their subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such Work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force, virtue, and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

Death of the Principal shall not relieve Surety of its obligations hereunder.

IN WITNESS WHEREOF, this document has been duly executed by Principal and Surety above named on the ____ day of _____, 201__.

CONTRACTOR AS PRINCIPAL:

Signature

Please Print Name

Title

Full Name of Business, including dba

SURETY:

Note: Signatures of those executing for Surety must be properly acknowledged and notarized.

Signature

Please Print Name

Title

(SEAL)

Type of Business

Full Name of Business, including dba

NOTARY:

State of California County of _____

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

WITNESS my hand and official seal.

(NOTARY SEAL)

(Secretary) Signature _____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Board of Supervisors of the County of San Luis Obispo, State of California, and _____ (hereinafter designated as "Principal"), have entered into an Agreement for the furnishing of all materials, labor, services and transportation, necessary, convenient and proper to the project entitled:

Library – Atascadero – Library Expansion, #320030;
Gen Govt – North County – "One Stop" Service Center, #320035

which said Agreement, effective upon execution by all parties, and all of the contract Documents attached to or forming a part of said Agreement, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law, the Principal is required after completion of the Work, and before the filing and recordation of a Notice of Completion for the Work, to file a good and sufficient bond with the body by whom the Contract is awarded, to secure claims for Maintenance equal to five percent (5%) of the total amount of the contract which shall hold good for a period of one (1) year from the date the county's Notice of Completion and Acceptance is filed with the County Recorder, to protect the County against the result of faulty material or workmanship during that time.

NOW, THEREFORE, said Principal and the undersigned _____, as corporate Surety, are held and firmly bound unto the Owner, the County of San Luis Obispo, (hereinafter called "County"), for repair or replacement of any and all of our Work together with any other adjacent Work which may be displaced by so doing, that proves to be defective in its workmanship or material for the period of one (1) year (except when otherwise required in the Contract to be for a longer period) from the date the County's Notice of Completion and Acceptance is filed with the County Recorder, ordinary wear and tear and unusual abuse or neglect excepted. Said date of acceptance shall be as defined in **Article 8.2, C. FINAL COMPLETION AND ACCEPTANCE OF THE WORK** of **Division 00700 - GENERAL CONDITIONS** of these Contract Documents, in the sum of:

_____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly 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 bonded Principal, his or her subcontractors, or the heirs, executors, administrators, successors, or assigns of any all or either of them, shall fail to execute within a reasonable amount of time, or fail to respond within seven (7) days with a written schedule acceptable to the County for same, repair or replacement of any and all Work, together with any other adjacent Work which may be displaced by so doing, that proves to be defective in its workmanship or material for the period of one (1) year (except when otherwise required in the Contract to be for a longer period) from the date the County's Notice of Completion and Acceptance is filed with the County Recorder, ordinary wear and tear and unusual abuse or neglect excepted with respect to such Work and labor, the Surety herein shall pay for the same, in an amount not exceeding the sum specified in this Bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to be fixed by the court.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force, virtue, and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

Death of the Principal shall not relieve Surety of its obligations hereunder.
IN WITNESS WHEREOF, this document has been duly executed by Principal and Surety above named on the ____ day
of _____, 201__.

CONTRACTOR AS PRINCIPAL:

Signature

Please Print Name

Title

Full Name of Business, including dba

SURETY:

Note: Signatures of those executing for Surety must be properly acknowledged and notarized.

Signature

Please Print Name

Title

Type of Business

Full Name of Business, including dba

(SEAL)

NOTARY:

State of California, County of _____
On _____ before me, the undersigned notary public, personally appeared
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.
WITNESS my hand and official seal.

(NOTARY SEAL)

Signature _____
(Secretary)

2. SUBSTITUTIONS OF SECURITIES FOR RETENTION AMOUNTS

Substitution of certain securities for retention amounts are allowed under the State of California Public Contract Code at the option of the Contractor. The Contractor is required to formally request the substitution and to conform to the specific provisions of Section 22300.

- 2.1 Acceptable Securities:** Whenever retention of monies is authorized to insure performance of Contract conditions, the Contractor shall be permitted to substitute securities for the amount withheld in accordance with Public Contract Code section 22300. Securities eligible for deposit under this procedure shall consist of bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, securities listed in Government Code Section 16430, or any other security mutually agreed to by the Contractor and the public agency. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.
- 2.2 Value of Securities:** The value of securities being deposited shall be based upon market value as of the date of deposit and not necessarily on face value of the securities. Market value shall be determined by the County General Services Agency Director. If deposit is made into an escrow, escrow instructions must clearly state, in addition to the items mentioned in the Public Contract Code, that the escrow agent must convert the securities to cash in whole or in part upon a unilateral written demand for such conversion by the County General Services Agency Director or the County Administrative Officer and further, that any amount demanded by the County shall be paid to the County upon unilateral written demand for payment. Escrow instructions used must be substantially similar to the form set forth in Public Contract Code Section 22300. The County will only make such demand for conversion in payment when the conditions of the Contract would have warranted an expenditure by the County of a cash retention expenditure without any securities substitution. All escrow expenses shall be paid by Contractor.
- 2.3 Release of Securities:** Securities deposited hereunder shall be released back to Contractor when the County General Services Agency Director or the County Administrative Officer has certified in writing to the escrow holder that the project has been satisfactorily completed. The recording of Notice of Completion does not constitute such certification. All retention times called for in these Contract Documents must have passed, including the time after recording of Notice of Completion, before the County will certify to satisfactory completion of the Contract.

3. GUARANTEES

3.1 GUARANTEE FOR TOTAL WORK: Prior to acceptance of the Work by the County, the Contractor shall submit a guarantee in the form of a written warranty on Contractor's own letterhead as follows, and signed under penalty of perjury:

3.2 WARRANTY FOR:

Library – Atascadero – Library Expansion, #320030;
Gen Govt. – North County – “One Stop” Service Center, #320035

This Work has been constructed in accordance with the Contract Documents, and the Work as installed will fulfill the requirements of this warranty, and any other warranty therefor, included in the Contract Documents. We agree to repair or replace any and all of our Work together with any other adjacent Work which may be displaced by so doing, that prove to be defective in its workmanship or material for the period of one (1) year (except when otherwise required in this Contract to be for a longer period) from date of acceptance of the above mentioned structure by the County, ordinary wear and tear and unusual abuse or neglect excepted. Said date of acceptance shall be the date of acceptance and filing of the Notice of Completion by the Board Of Supervisors.

In the event of our failure to comply with the above-mentioned conditions within seven (7) days after being notified in writing we, collectively or separately, do hereby authorize the County to proceed to have said defects repaired and made good at our expense and we will honor and pay the cost and charges therefor on demand.

Signed: _____
Contractor License Number

3.3 ADDITIONAL GUARANTEES: Additional Guarantees shall be provided as required in the technical sections of the Contract Documents.

4. INSURANCE AND INDEMNIFICATION REQUIREMENTS

The parties expressly agree that the indemnification and insurance clauses in this Contract are an integral part of the performance exchanged in this Contract. The compensation stated in this Contract includes compensation for the risks transferred to Contractor by the indemnification and insurance clauses.

Attention is invited to the provisions of the Insurance Code of the State of California with reference to the writing of insurance policies and bonds covering risks located in this state, and the premiums and commissions thereon. The Contractor shall obtain, and maintain, at its own expense, all the insurance required by this section. The insurance requirements must be met within the time period allowed for Contract execution as defined in the **00300 BID FORM** herein.

The Notice to Proceed with the Work under this Contract will not be issued, and the Contractor shall not commence Work, until such insurance has been approved by the County. The Contractor shall not allow any subcontractor to commence Work on its subcontract until all similar insurance required for the subcontractor has been obtained. Such insurance shall be maintained in full force and effect at all times during the prosecution of the Work and until the final completion and acceptance thereof.

4.1 INSURANCE: Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and

shall provide products/completed operations coverage for one (1) year following completion of Contractor's work under this Agreement and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

4.2 MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES: The following policies shall be maintained with insurers **AUTHORIZED** by the California Department of Insurance to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

4.2.1 COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL"): Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);

\$1,000,000 for personal injury liability;

\$1,000,000 aggregate for products, completed operations, and

\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Contractor's work under this Agreement.

4.2.2 BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL"): Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-Million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Contractor shall not provide a Comprehensive Automobile Liability policy that specifically lists scheduled vehicles without the express written consent of the County.

4.2.3 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC / EL"): This policy shall include at least the following coverage's and policy limits:

Workers' Compensation Insurance as required by the laws of the State of California; and

Employer's Liability Insurance Coverage B with coverage amount not less than one-million (\$1,000,000) dollars each accident / Bodily Injury (herein "BI"); one-million (\$1,000,000) dollars policy limit BI by disease; and, one-million (\$1,000,000) dollars each employee disease.

4.2.4 BUILDER'S RISK: The County maintains Builder's Risk insurance for this project. The Contractor therefore, is not required to procure nor maintain said insurance.

4.2.5 DEDUCTIBLES AND SELF-INSURANCE RETENTIONS: Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions with respect to the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County

guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

4.2.6 ENDORSEMENTS: All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

1. "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);
2. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insureds with respect to all liabilities arising out of Contractor's performance of work under this Agreement (CGL & BAL);
3. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);
4. This policy shall be considered primary insurance with respect to any other valid and collectible insurance the County may possess, including any self-insured retention the County may have, and any other insurance the County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, & BAL,);
5. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to the County at the address set forth below (CGL, BAL, WC /EL);
6. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and
7. Deductibles and self-insured retentions must be declared (All Policies).

4.2.7 ABSENCE OF INSURANCE COVERAGE: The County may direct the Contractor to immediately cease all activities with respect to this Agreement if it determines that the Contractor fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to the Contractor.

4.2.7 PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION: Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, the Contractor, or each of the Contractor's insurance brokers or companies, shall provide the County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. The County may also require a copy of the insurance policy and any other information relating to coverage under the policies. All of the insurance companies providing insurance for the Contractor shall have, and provide evidence of, an **A.M. Best Rating of "A- FSC VII"** or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

Creed Bruce
Capital Project Coordinator
General Services Agency
County of San Luis Obispo
Phone: (805) 781-4154
Fax: (805) 781-5215
E-mail: cbruce@co.slo.ca.us

4.3 INDEMNIFICATION:

Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor, including, but not limited to the following:

2. Violation of statute, ordinance, or regulation.
3. Professional malpractice.
4. Willful, intentional or other wrongful acts, or failures to act.
5. Negligence or recklessness.
6. Furnishing of defective or dangerous products.
7. Premises liability.
8. Strict Liability.
9. Inverse condemnation.
10. Violation of civil rights.
11. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

4.4 FEDERAL AND STATE LAWS & REGULATIONS: The project shall be constructed under the complete jurisdiction of all applicable laws of the United States and State of California governing construction including, but not limited to, the following:

1. The California Health and Safety Code and all applicable administrative code regulations pursuant thereto.
2. All laws governing the employment of labor, qualifications for employment of aliens, payment of employees, convict-made materials, domestic and foreign materials and accident prevention.
3. Title 19 of the California Code of Regulations entitled "Public Safety", Division 1, State Fire Marshal, Chapter 1, "General Fire and Panic Safety Standards".
4. All laws and regulations governing construction on behalf of public entities, including but not limited to the California Public Contract Code.
5. **General Industrial Safety Orders:** Each and every Contractor shall observe and conform to the provisions of Title 8, California Code of Regulations bearing upon safe and proper use, construction disposal, etc., of materials, machinery, and building appurtenances as therein set forth.
6. **Code Rules and Safety Orders:** All Work and materials shall be in full accordance with the latest substantive rules and regulations of the State Fire Marshal, the safety orders of the Division of Industrial Safety, Department of Industrial Relations; the Uniform Building Code, National Electric Code, Uniform Mechanical Code, Uniform Plumbing Code, and other applicable State Laws or Regulations. Nothing in these plans and specifications is to be construed to permit Work not conforming to these codes.

Note: The procedural aspects of the Uniform Codes referred to above may not apply to the Work of this Contract, but the substantive provisions do apply.

All of the above laws and regulations though referred to herein, are as much a part of the Contract as if they were incorporated in their entirety in these General Conditions.

00700 – GENERAL CONDITIONS

1 GENERAL PROVISIONS

1.1 Basic Definitions

Architect: Any person, firm, or corporation hired by the County to represent the County as the Architect for the Work.

As Built Drawings: The Drawings revised to show all changes, including actual locations of pipes, ducts, conduits, etc., that may not be shown in the Record Documents.

Change Order (CO): A document issued by the County, directing the Contractor to change the Work in a manner different than described in the original Contract Documents and in agreement on adjustment in the Contract Sum and/or Contract Time. The change must have an effect on the price and/or time of the contract in order to constitute a Change Order. If the price or time is not affected, then the change is considered as a Field Order rather than a Change Order. The change may be requested by the County, Architect or Contractor.

Construction Change Directive (CCD): A document issued by the County, directing the Contractor to change the Work in a manner different than described in the original Contract Documents, prior to agreement on adjustment in the Contract Sum and/or Contract Time. The County may issue a Construction Change Directive as a mechanism by which the County exercises a unilateral right to order changes in the Work without invalidating the Contract. It is used when a Change Order cannot be obtained due to limited time or disagreement between the parties with regard to associated changes in the Contract Sum or Contract Time.

Contract Documents (CD's): Drawings, specifications and other data, reports or literature required to define, describe and/or direct the performance of the Work required to complete the project. Said documents include but are not limited to the Invitation to Bidders, Instructions for Bidders, Information for Bidders, Bid Form, Supplements to Bid Form, Agreement, Bond Requirements and Bond Forms, Insurance and Guarantees, General Conditions, Special Federal Requirements (only if included), Specifications, Soils Reports and attached supplemental information, Drawings, any Addenda, executed Change Orders and Modifications.

Contract Sum: The Contract sum shall be the actual bid amount including additive or deductive Bid Alternates as selected for Award of Bid by the Board of Supervisors and as subsequently adjusted by Change Orders.

Contractor: The person, firm, partnership, or corporation to whom this Contract is awarded by the County and who is subject to the terms hereof. The Contractor is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or its authorized representative.

Correction Notice: Written notice from the County to the Contractor requiring correction or repairs to the Work to bring the Work into conformity with any laws, codes, ordinances, safety orders or practices determined to be deficient at the work site and surrounding areas affected by the Work, or to correct deficiencies in the Work in regard to compliance with the Contract Documents. Correction Notices shall be promptly executed and are not grounds for adjustment to the time or cost of Contract.

County: The County of San Luis Obispo as Owner. The County acts under this Contract either by action of its Board of Supervisors or by action of its General Services Agency Director when authorized by the Board of Supervisors, or by action of such other County officer as the Board of Supervisors may authorize.

County Holiday: Any day designated by action of the Board of Supervisors as a County Holiday.

County's Representative: Any person, firm, agent or corporation employed by or hired by the County to act as Project Manager, Construction Manager, Project Administrator and/or Project Coordinator for the Work.

Drawings: Graphic representation of intent of Work.

Engineer: Any person, firm, or corporation hired by the County to represent the County as the Engineer for the Work.

Field Order: A document issued by the County, directing the Contractor to change the Work in a manner different than described in the original Contract Documents, but with no affect on the contract price or contract time.

Final Completion: The point at which all of the Work, including "punch list" items, is complete, the County has formally accepted the Work, and the transfer of deliverables, including but not limited to warranties, manuals, Record Documents, as-builts and releases, has occurred.

Final Payment: Compensation equivalent to the balance owed to the Contractor by the County for completion of the Work of the Contract, less 5% retention.

Governing Body of the County: The Board of Supervisors of the County of San Luis Obispo.

Inspector: Any person, firm, or corporation employed by or hired by the County to perform Resident Inspection or part time inspection during construction of the Work.

Landscape Architect: Any person, firm, or corporation hired by the County to represent the County as the Landscape Architect for the Work.

Notice of Claim: Expeditious written Notice from the Contractor to the County asserting the fact that the terms of the contract have been breached and after unsuccessful bargaining in good faith to agree to an adjustment to the Contract Sum and/or Contract Time, compensation is being sought by the Contractor from the County. Claims must be initiated within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. A Contractor's Notice of Claim reserves the Contractor's right to revisit the disputed amounts at a later date.

Project: The entire Work of improvement proposed by the County to be constructed in whole or in part pursuant to this Contract.

Record Documents: The Drawings, specification, addenda, change orders, change directives, approved shop drawings and other approved submittals, showing the base work and changes to the Work.

Retention: The amount of money (5%) withheld from payment to the Contractor by the County as a means of security and/or assurance of performance.

Schedule of Values: A document submitted by the Contractor to establish the values allocated to various portions of the Work and used as a basis for reviewing the Contractor's Applications for Payment.

Specifications: Detailed presentation of Work to be done and materials to be used.

Subcontractor: A person, firm, partnership, or corporation having a direct Contract with Contractor for the performing of Work or labor or the rendering of service to Contractor for the Work.

Substantial Completion: The point at which the Work has been completed to where it can be occupied by the Owner without interference or interruption due to the on-going performance of minor "punch list" items.

Surety: Any person, firm, partnership, or corporation that executes as Surety for Contractor's Performance Bond and/or the Contractor's Payment Bond and/or the Bidder's Bond and/or Maintenance Bond.

Unusual Action of the Elements: The term "unusual action of the elements" is limited to extraordinary adverse weather conditions or conditions immediately resulting therefrom that cause a cessation in the progress of the Work that will delay the time of completion of the Contract.

Work: Work to be performed on or in connection with the Project under this Contract including, but not limited to Work normally done at the site of the Project plus labor and materials.

1.2 Execution, Correlation and Intent: The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferred therefrom as being necessary to produce the intended results. Words and abbreviations that have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.3 Existing Conditions: Existing conditions are indicated on attached drawings as accurately as possible and in some cases are approximate. All Work shall be done as closely to drawings as actual conditions will allow. Contractor shall be responsible for verifying all conditions, sizes, and dimensions of new construction or existing conditions.

1.4 Discovery of Hazardous Waste or Other Unusual Conditions:

A. Contractor Notification to the County: The contractor shall promptly, and before the following conditions are disturbed, notify the County through the Project Coordinator, in writing of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated.
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

- B. **County Investigation:** The County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a Change Order under the procedures described in the Contract Documents.
- C. **Disputes:** That, in the event that a dispute arises between the County and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law that pertain to the resolution of disputes and protests between the contracting parties.

2 **THE COUNTY**

- 2.1 **Ownership and Use of Documents:** All Drawings, Specifications and copies furnished are and shall remain property of the County. They are to be used with respect to this project and are not to be used on any other project. With the exception of one Contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the County on request at completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the County's common law copyright of other reserved rights.
- 2.2 **Interpretation:** If the Contractor observes any errors, discrepancies or omissions in the Contract Documents, he/she shall promptly notify the County requesting Clarification. If the Contractor proceeds with Work affected by such errors, discrepancies, or omissions, without having received such clarification, he/she so does at its own risk.
- 2.3 **Information and Services Required of the County:** Information or services under the County's control shall be furnished with reasonable promptness to avoid delay in the orderly progress of the Work.
- 2.4 **County's Right to Stop Work:** If the Contractor fails to correct defective Work or persistently fails to carry out the Work in accordance with the Contract Documents the County may order the Contractor to stop the Work, or any portion thereof until the cause for such order has been eliminated. The Contractor shall bear all costs of such Work stoppage unless it is determined by the County that no fault existed in the Contractor's Work. Any Work stoppage for the correction of defective Work or removal and replacement of unacceptable materials and equipment will not be considered as the basis for any time extension.
- 2.5 **Occupancy of Work by the County**
 - A. **Use of Completed Work:** Whenever, in the opinion of the County, the Work, or any part thereof, is in a condition suitable for use, and the best interest of the County required such use, the County may take possession of, connect to, open for public use, or use the Work or such part thereof.

The use by the County of the Work or part thereof as contemplated in this article shall in no case be construed as constituting acceptance of the Work or any part thereof. Such use shall neither relieve the Contractor of any of their responsibilities under this Contract, nor act as a waiver by the County of any of the terms and conditions hereof. A Notice of

Completion will not be filed with the County Clerk until all phases of the Work are complete and accepted by the County.

- B. Repairs or Renewals in the Work:** Prior to the date of acceptance of Work by the County, all necessary repairs or renewals in the Work or part thereof so used not due to ordinary wear and tear, but due to defective material or workmanship or to the operation of the Contractor, shall be made at the expense of the Contractor.

- 2.6 County's Right to Carry Out the Work:** If the County determines that the Contractor, without just cause, fails or refuses to employ an adequate Working force, or to employ them for the maximum number of hours per day as permitted by law or by shifts of its working forces as would be sufficient, in the opinion of the County to complete the Work in accordance with the approved project schedule or within the time previously approved by the County for extension thereto, then after formal notice to the Contractor, the County shall have right to complete the Work or have the Work completed by such means and in such manner, by Contract or otherwise as permitted by law, as the County may deem necessary and deduct the actual costs, including additional administrative cost, from the Contract by Change Order.

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within 48 hours after written notice from the County to commence and continue correction of such default or neglect with diligence and promptness, the County may after written notice and without prejudice to any other remedy the County may have, make good such deficiencies, including compensation for additional services for the Architect, Engineer, Construction Manager, Inspector, Staff, and for testing made necessary by such default, neglect or failure.

3 CONTRACTOR

- 3.1 Examination of Proposed Project Location and Contract Documents:** Contractor agrees that prior to bidding they carefully examined the location of the proposed project, that they reviewed the Contract Documents, and that they became fully aware of the Work to be done. Contractor shall immediately report to the County, any error, inconsistency or omission they may or reasonably should discover.
- 3.2 Supervision and Construction Procedures:** Unless personally present on the premises where the Work is to be done, Contractor shall designate and keep a Superintendent on the Work at all times during its progress. The Superintendent shall not be changed except with the consent of the County, acting through the General Services Agency Director unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in its employ. The Superintendent shall represent the Contractor in their absence and all directions given to them shall be as binding as if given to the Contractor. Important decisions shall be confirmed in writing to the Contractor. If the Superintendent proves to be unsatisfactory to the County, they shall be replaced within ten (10) days after written notice from the County to the Contractor.

The Contractor shall supervise and direct the Work, using the best skill and attention. They shall be solely responsible for all construction, methods, techniques, sequences and procedures and for coordinating all portions of Work under the Contract.

- 3.3 Discipline and Order:** Contractor shall at all times enforce strict discipline and order among its employees, subcontractors or vendors. Contractor shall not allow smoking, drinking of alcoholic beverages, use of illegal substances or playing of music on County property. Proper attire shall be maintained, which includes the wearing of shirts and shoes at all times and safety gear as required. Clothing shall be void of political slogans or otherwise inappropriate or objectionable decoration, as determined by the County. Discrimination or sexual harassment of any degree will not be tolerated

and infractions thereof, as determined by the County, remain grounds for immediate dismissal of the offender(s) from the job site per Article 3.4 below.

3.4 Unacceptable Employee of Contractor or Subcontractor: Upon written notice to the Contractor that any employee of the Contractor or any Subcontractor, including but not limited to the Superintendent, Foreman, Leadworker, Worker, or other person, is unacceptable to the County, Contractor shall, if there is good and sufficient reason, immediately terminate the services of any such person on this project. Only competent and skilled workers shall be employed. If, in the opinion of the County, any worker is incompetent, unfaithful, disorderly or otherwise unsatisfactory, such person shall be dismissed from the Work and shall not again be employed on it except with the County's express written consent.

3.5 Inspection of the Work of Other Contractors: It shall be the duty and responsibility of the Contractor and each subcontractor before beginning any of this Work, to examine all construction and Work of other Contractors and subcontractors that may affect their Work and to satisfy themselves that everything is in proper condition to receive their Work. They shall notify the County in writing of any exception. Failure on their part to do so shall constitute acceptance of the construction as suitable in all ways to receive their Work.

3.6 Legal Responsibility of Contractor:

A. Assignments: Contractor shall not assign this Contract or any part thereof or any monies due or to become due thereunder without the prior written consent of the County. Purported assignment without such consent shall be void. No such assignment shall be valid unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or material supplied for performance of the Work called for under this Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials, and a further provision that said assignment is subordinate to rights of the County under this Contract.

B. Responsibility for the Work: Contractor shall take and assume all responsibility for the Work. As between the Contractor and the County, the Contractor shall bear all losses and damages directly or indirectly resulting to him, to the County, or to others on account of the character or performance of the Work.

The Contractor shall be responsible to the County for the acts and omissions of its employees and all its subcontractors and their agents and employees and other persons performing any of the Work under Contract with the Contractor.

3.7 Fees, Permits and Licenses: Contractor shall, at its expense, obtain all necessary elevator, encroachment and other permits and licenses, give all necessary notices, pay all direct and indirect fees required by law, and comply with all laws, ordinances, rules, and regulations relating to the Work and to the preservation of the public and safety. Certain fees, including utility company line extension fees, will be paid by the County, unless otherwise noted in the Specifications or Drawings.

3.8 Allowances: The County reserves the right to establish and state allowances in dollars for items of Work to be provided by the Contractor when, in the opinion of the County it is most practical to the Work of the Contract and for purposes of bidding by the Contractor to set such value. Any such allowances and further provisions for inclusion and implementation shall be fully described in the appropriate sections of the specifications.

The Contractor will be entitled to add normal markup for purposes of administration, coordination, superintendence, Bonds, insurance, overhead and profit when preparing its bid. The County

reserves the right to subsequently adjust the value or delete the Work under change order provision described elsewhere in the Contract Documents.

3.9 Labor and Wages

General Prevailing Wage determined by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Section 1770, 1773, 1773.1, and 1773.2 shall be paid all workers employed on public work projects.

- A. Restriction of Employees:** No person under the age of 16 years, or currently serving sentence in a penal or correctional institution, or an inmate of an institution for mental defective, or whose age or physical condition is such as to make their employment dangerous to their health or safety or the health or safety of others shall be employed to perform any Work under this Contract, except that physically handicapped persons otherwise employable may be employed under this Contract where such persons may be safely assigned to Work which they can ably perform. Any person or firm who may be in the employ of Contractor and whom the County may deem incompetent or unfit shall be dismissed from the Work and shall not again be employed on it except by the express written consent of the County.
- B. Legal Day's Work and Standard Workweek:** Eight hours of labor shall constitute a legal day's work upon all Work done under this Contract, and forty hours per week shall constitute a standard work week.
- C. Classification of Labor:** Claims and disputes pertaining to classification of labor employed on the Work under this Contract shall be decided by the County, whose decision shall be final and binding on parties hereto.
- D. Penalties:** Contractor shall comply with Articles 2 and 3 of Chapter 1, Part 7, Division 2 of the California Labor Code regulating wages and working hours on public works. In accordance with Articles 2 and 3, Contractor shall forfeit to the County as a penalty \$50.00:

 - 1. For each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any public work done under this Contract by them or by any subcontractor under them.
 - 2. For each worker employed in the execution of this Contract by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of said Article 3.
- E. Prevailing Rate of Locality:** Pursuant to the statutes of the State of California, the Director of Industrial Relations of the State of California has ascertained the general prevailing rate of wages in the locality in which the Work on the project is to be performed for each craft, classification or type of worker needed to execute this Contract. The prevailing rates so determined are on file with the County Clerk available for public inspection and said rates are hereby made a part of this specification.
- F. Payment of Minimum Rates:** It shall be mandatory upon Contractor and upon any subcontractor under them to pay not less than the specified prevailing rates of wages to all workers employed by them in the execution of this Contract.

- G. Classification Not Covered by Prevailing Rate:** Any laborer or mechanic employed to perform Work on the project under this Contract, which Work is not covered by any of the stipulated classifications, shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds to the Work to be performed by them, and such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification. In the event of any dispute on that question, the question and the information, shall be referred for determination to the Board of Supervisors or to any person designated by the Board of Supervisors whose decision on the question shall be conclusive on the parties to this Contract with the same effect as if the Work performed by such laborer or mechanic has been classified and the minimum rate specified herein.
- H. Claims for Additional Compensation:** The specified wage rates are minimum only, and the County will not consider any claims for additional compensation made by Contractor because of payment by Contractor of any wage rate in excess of the applicable rate contained in the Contract Documents. All disputes in regard to the payment of wages in excess of those specified in the Contract Documents, shall be adjusted by Contractor.
- I. Underpayment of Wages:** Contractor agrees that in case of underpayment of wages to any worker on the project under this Contract by Contractor or any subcontractor, the County may withhold from Contractor out of payments due, an amount sufficient to pay such worker the difference between the wages required to be paid under this Contract and the wages actually paid such worker for the total number of hours worked, and the County may disburse such amount so withheld by it for and on account of Contractor to the employee to whom such amount is due. Contractor further agrees that any amount withheld pursuant to this paragraph shall be in addition to the percentages or amounts that may be retained by the County pursuant to law or other provisions of this Contract.
- J. Wage Rate for Craft Not Listed:** In case the County orders the Contractor to perform extra or additional Work which may make it necessary for Contractor or any subcontractor under this Contract to employ in the performance of such Work any craft, classification or type of worker for which no prevailing wage rate is herein specified, the County will include in the Change Order for such extra or additional Work the prevailing wage rate for such craft, classification or type, and, insofar as such extra or additional Work is concerned, there shall be paid each worker engaged in the Work in such craft, classification or type not less than the prevailing wage rate so included.
- K. Employees on Payrolls:** Contractor shall not carry on its payrolls any person not employed by them, nor shall they carry on their payrolls employees of a subcontractor. Subcontractor's employees must be carried only on the payrolls of the employing subcontractor.
- L. Work After Regular Working Hours:** Any Work necessary to be performed after regular working hours or on Sundays or other legal holidays shall be performed without additional expense to the County, unless the County, by Change Order, shall have expressly directed Contractor to perform said Work at said time.
- M. Records of Hours Worked and Wages:** Per Section 1776 and 1812 of the California Labor Code, each Contractor and Subcontractor shall maintain 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 them in connection with the Work. These records shall be certified and made available for inspection at all reasonable hours at the principal office of the Contractor or furnished to the employee or their authorized

representative, a representative of the awarding body, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations, or the public according to Section 1776. Certified Payroll Records shall be furnished to the Project Coordinator with each monthly payment request.

- N. Employment of Apprentices:** Attention is directed to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under them.

The Contractor and subcontractor under them, shall comply with the requirements of Sections 1776, 1777.5 and 1777.6 in the employment of apprentices. It is the Contractor's responsibility to submit notification of their award of a public works contract to the State of California, Department of Industrial Relations, Division of Apprenticeship Standards per the requirements set forth in the Labor Code.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Department of Industrial Relations, Division of Apprenticeship Standards, San Francisco, California or from its branch offices.

- O. Travel and Subsistence Pay:** Travel and subsistence payments shall be in accordance with Section 1773.8 of the Labor Code.

- 3.10 Labor Disputes:** Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Work of the Contract, the Contractor shall immediately give notice thereof to the County. The Contractor shall then confirm the notice in writing within 24 hours of giving thereof, and shall include all relevant information with respect thereto. No claims will be accepted or costs incurred as a result of jurisdictional or labor practice disputes.

- 3.11 Contractor's Use of Site:** Contractor shall confine all apparatus, material, and equipment required in the performance of this Contract to the limits indicated by law, ordinances, permits, or directions of the County, and shall not unreasonably encumber the premises therewith. Material and equipment shall be brought and used upon the premises in such manner as to leave driveways and parking areas for regular use of the public and employees of the County.

- A. Protection of the Public and Adjacent Public Property:** All laws and ordinances for the protection of the public shall be complied with. The Contractor shall be responsible for any damage of any kind to adjacent property. The County may reject any means, methods, techniques, sequences or procedures proposed by the Contractor which might constitute or create a hazard to the Work or to persons or property, or which will not provide Work in accordance with the Contract Documents. However, neither the acceptance nor the failure to reject any means, techniques, sequences and procedures by the County shall relieve the Contractor of their responsibilities to safely and properly complete the Work.

3.12 Use of Streets and Sidewalks:

- A. Obstruction or Interference with Travel:** Contractor shall not unnecessarily, in the judgment of the County, obstruct or otherwise interfere with travel over any public streets, way or sidewalk, nor shall Contractor store, stockpile or place thereon any equipment, materials or supplies without first obtaining the authorization of the County, and then only within such limits as the County may designate.

- B. Vacate for Public Use:** Those parts of public streets, ways and sidewalks that are occupied by Contractor shall be immediately vacated by Contractor and returned to public use when Contractor's use thereof is no longer necessary for the prosecution of the Work.
- 3.13 Safety Precaution and Programs:** The Contractor expressly undertakes, both directly and through its subcontractors, to take every precaution at all times for the protection of persons, including employees, and property. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.
- 3.14 Emergency Safety Action:** In an emergency affecting the safety of life or property, including adjoining property, Contractor, without special instructions or authorization from the County, is authorized to act at Contractor's discretion to prevent such threatened loss or injury. Contractor shall also so act if instructed to do so by the County.
- 3.15 Cleaning Up:** If a dispute arises between separate Contractors as to their responsibility for cleaning up, or the Contractor fails to maintain the Work in a clean and safe manner in the opinion of the County, the County may clean up and charge the cost thereof to the Contractor. It remains the responsibility of the Contractor to maintain the Work in a clean and safe manner.
- 3.16 As-Built Drawings and Specifications:** The Contractor shall be given one extra set of working drawings and specifications which the Contractor shall keep at the site of the Work at all times. The following shall be inserted and dimensioned on said drawings and specifications in RED: exact locations of all pipes and conduits, all changes in construction, materials and installed equipment. Upon Substantial Completion of the Work, said as-built shall be returned to the County's designated Representative for the project along with electronic version of document(s) in AutoCad format.
- 3.17 Access to Work:** The County and its agents shall at all times have complete access to the Work wherever it is in preparation and progress. When directed by the County, the Contractor shall provide facilities for such access so that the County and its agents may observe the Work and perform necessary or desired inspections, monitoring, and testing to assure compliance with the Contract Documents.
- 3.18 Patent Fees and Infringement:** All fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with the doing of the Work, or any part thereof, shall be included in the price bid for doing the Work herein proposed, and Contractor and its sureties shall protect and hold any and all departments of the County, together with all its officers and employees, harmless against any and all demands made for such fees or claims and against any and all suits and claims brought or made by the holder of any invention, patent, copyright, or trademark, or growing out of any alleged infringement of any inventions, patent, copyright, or trademark; and before the final payment is made on account of this Contract, Contractor shall furnish acceptable proof to the County of a proper release from all such fees or claims.
- 3.19 W-9:** Contractor shall submit a completed Request for Taxpayer Identification Number and Certification form W-9 to the Project Coordinator, Department of General Services Agency, 1087 Santa Rosa Street, San Luis Obispo, California 93408 (telephone 781-5200).

4 SUBCONTRACTORS

- 4.1 Subcontracting:** If Contractor shall subcontract any of the Work under this Contract, Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractor and of the persons either directly or indirectly employed by its subcontractor, as it is for the acts and omissions of persons directly employed by itself. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the County. Contractor shall bind every

subcontractor (and every subcontractor of a subcontractor) by the terms of this Contract applicable to their Work unless specifically noted to the contrary in the sub-contract in question approved in writing by the County.

- 4.2 Loss or Damage to Subcontractor:** If, through acts of neglect on the part of Contractor, any other Contractor, subcontractor or man shall suffer loss or damage on the Work, Contractor agrees to settle with such other Contractor, subcontractor or worker by agreement or arbitration. If such other Contractor, subcontractor or worker shall assert any claim against the County on account of any damage alleged to have been so sustained, the County shall notify Contractor, who shall defend, indemnify and save harmless the County against such claim.

5 ADMINISTRATION OF THE CONTRACT

- 5.1 Architect or Engineer:** The Architect or Engineer is the person lawfully licensed to practice Architecture or Engineering in the State of California and who has entered into an agreement with the County to serve as Architect or Engineer respectively for the Work or the Architect or Engineer may be an employee of the County or other governmental entity.

The Architect or Engineer will communicate with the Contractor through the County's Representative.

In the case of the termination of the employment of the Architect or Engineer, the County may retain a different Architect or Engineer. The status under the Contract of the new Architect or Engineer so retained shall be the same as that of the former Architect or Engineer. The County shall notify the Contractor whenever the Architect or Engineer is replaced.

The Architect or Engineer shall at all times have access to the Work wherever it is in preparation and progress. When directed by the County's Representative, the Contractor shall provide facilities for such access at the Contractor's cost so the Architect or Engineer may perform their functions under the Contract Documents. The Architect or Engineer will be the interpreter of the requirements of the Drawings and Specifications. Written interpretations necessary for the proper execution or progress of the Work, in the form of drawings or otherwise, will be issued with reasonable promptness by the Architect or Engineer through the County and in accordance with any schedule agreed upon. The Contractor shall submit dated Requests for Clarification through the County's Representative to the Architect or Engineer for such interpretations. Such interpretations shall be consistent with and reasonably inferable from the Contract Documents. The Contractor shall execute and complete the Work in accordance with such interpretations. The Architect or Engineer shall not be liable to the Contractor for the result of any interpretation or decisions rendered in good faith in such capacity.

The Architect or Engineer will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Architect or Engineer will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work. On the basis of on-site observations as an Architect or Engineer, they will keep the County informed of progress of the Work and will endeavor to guard the County against defects and deficiencies in the Work.

The Architect or Engineer shall assist the County in preparation of Change Orders and shall decide all other questions of design intent in connection with the Work. It shall be the responsibility of the Architect or Engineer to assist in interpretation and render opinions in regard to all claims to the County or the County's Representative involving question of the intent of the drawings and

specifications. Such opinions and interpretations, together with the reasons, therefore, shall be furnished in writing by the Architect or Engineer to the County, for issuance to the County's Representative and Contractor, within ten (10) days after a request is made thereof.

The Architect or Engineer has no authority to issue Change Orders. All Change Orders, Field Orders and Cost Request Bulletins shall be approved and issued by the County to the Contractor through the County's Representative.

Neither the Contractor, the County's Representative nor the County shall be bound by any determination, interpretation or opinion of the Architect or Engineer if it determined that such is not in accord with the true intent of the Contract Documents. The party taking issue with the determination, interpretation, or decision of the Architect or Engineer shall give the other party or parties, as the case may be, written notice of such fact within ten (10) days after the determination, interpretation, or opinion rendered by the Architect or Engineer.

The Architect or Engineer may recommend suspension of the Work whenever suspension may be necessary to ensure the proper execution of the Work.

The Architect or Engineer will review and approve, or take other appropriate action, on Contractor's Submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect or Engineer approval of a specific item shall not indicate approval of an assembly of which item is a component.

The Architect or Engineer along with the County's Representative will conduct inspections to determine the dates of Substantial Completion and Final Completion and will receive and review written warranties and related documents required by the Contract and assembled by the Contractor.

The Architect or Engineer will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precaution and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect or Engineer will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect or Engineer will not have control or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractor, or their agents or employees, or of any other persons performing portions of the Work.

5.2 County's Representative: The County's Representative is the person or entity who has been identified in writing by the County to serve as designated County's Representative. The County's Representative is referred to throughout the Contract Documents as if singular in number and masculine in gender. When the County's Representative is an entity, other than a singular person, the term includes the designated County's Representative acting through their authorized representatives as indicated to the Contractor in writing at the Pre-Construction meeting or whenever change in personnel assignments occur.

The County's Representative will provide the general administration support services for the Work as herein described.

The County's Representative will represent the County during the construction until final payment and shall have the responsibility to monitor the Work of the Contractor. Their activities shall in no way supersede or dilute the Contractor's obligation to perform the Work in conformance with all Contract requirements, but he/she is empowered, by the County, to act on its behalf with respect to the proper execution of the Work and shall give instructions to require such corrective measure as

may be necessary, in their opinion, to ensure the proper execution of the Contract or to protect the County's interest. The County's Representative shall have the authority to require prompt execution of Work whenever such action may be necessary, in their opinion, to ensure the proper execution of the Work or to protect the interests of the County. Except as otherwise provided herein, the County's Representative shall determine the amount, quality, acceptability, fitness and progress of the Work covered by the Contract without, however, assuming any of the Architect or Engineer' statutory or customary obligation.

The County's Representative shall be deemed to be the County's designated representative to the extent set forth below and elsewhere in this Contract. The County's Representative shall have no authority to obligate or otherwise bind the County.

The County's Representative shall review and monitor the Contractor's Work and construction schedule and establish specific measures and actions which the Contractor shall take to maintain the current approved schedule.

The County's Representative shall examine the Contractor's Work to determine if the construction conforms to the requirement of this Contract (provided, however, that such action by the County's Representative shall not supersede or diminish the Contractor's obligation to furnish materials and perform the Work in conformity with all requirements of this Contract).

The County's Representative shall determine any corrective measures which may be necessary to bring the Contractor's performance into conformity with Contract requirements.

The County's Representative shall monitor the Contractor's performance in coordinating the Contractor's Work under this Contract with the Work being performed or to be performed by other separate Contractors.

The County's Representative shall assist the County and the Architect or Engineer in the resolution of questions of Contract interpretation.

The County's Representative shall establish and recommend administrative procedures for coordinating the activities of the Contractor, the Architect or Engineer, himself and the County.

The County's Representative shall monitor the Contractor's submittal schedule.

The County's Representative shall coordinate the activities of the Resident Inspector with the activities of the Contractor.

The County's Representative shall coordinate the activities of the Testing Agencies with the activities of the Contractor.

The County's Representative shall review all requests or recommendations for changes affecting this Contract, review proposals, assist in negotiating and submit recommendations thereon to the County.

The County's Representative shall make recommendations, together with the Architect or Engineer where appropriate, to the County as to the qualifications of Subcontractors or Suppliers wherever submittal of Subcontractors and Suppliers are required to be furnished under this Contract.

The County's Representative shall transmit to the County all written guarantees and warranties which the Contractor is required to furnish under this Contract.

The County's Representative may call meetings which shall be attended by the Contractor, Subcontractors and material Suppliers, as he/she may deem necessary.

The County's Representative shall, at all times, have access to the Work wherever it is in preparation and progress. When directed by the County's Representative, the Contractor shall provide facilities for such access so the County's Representative may perform their functions under the Contract Documents. The County's Representative shall have the authority to reject Work which does not conform to the Contract Documents and to require any Special Inspection and Testing.

The County's Representative shall review all applications by the Contractor for progress payments and final payment and make recommendations to the Architect or Engineer and the County for approval thereof in accordance with the County's procedures.

The County's Representative along with the Architect or Engineer will conduct inspections to determine the dates of Substantial Completion and Final Completion and will receive and review written warranties and related documents required by the Contract and assembled by the Contractor.

In the event any claim is made or any action brought in any way relating to the design or construction of the Project, the County's Representative will render to the County any and all assistance required for resolution.

The County may, at their option, designate the County's Representative as their representative to perform additional functions, including functions for which other authorized representatives may be designated by the provisions of this Contract.

It shall be the duty of the Contractor to comply with all procedures established and implemented by the County's Representative and approved by the County as stated above. In the event any such procedures are at a variance with other provisions of the Contract Documents, the procedures described above shall prevail.

In no event shall any act or omission on the part of the County's Representative relieve the Contractor from its obligation to perform its Work in full compliance with the Contract.

5.3 Documents Issued After Contract Award

- A. Requests for Information (RFI):** The Contractor will address all Requests for Information and questions to the County, Architect, and sub-consultants through the County's Representative. The County will respond with clarifications in a reasonable time. It is incumbent upon the Contractor to submit RFIs in a timely manner. RFIs shall not constitute justification for time extension to the Contract.
- B. Cost Request Bulletins (CRB):** The County may, from time to time during the course of the Work, issue Cost Request Bulletins describing additional Work that may be desirable to include or delete from the Contract, by subsequent Change Order. The Contractor shall respond to Cost Request Bulletins in a thorough manner and within **3 days**, identifying separately and fully the costs of the proposed additional or deleted Work as described in the Change Order provisions. Failure by the Contractor to respond within **3 days**, or adequately describe the costs fully to Cost Request Bulletins and as a result, delaying the timely performance of the Contract, shall not constitute justification for time extension.
- C. Field Orders:** The County shall retain the right to issue Field Orders to the Contractor describing changes necessary or desirable to the Work that do not involve additional cost or

extension of the Contract time. Field Orders shall be promptly executed and are not grounds for adjustment to the time or cost of Contract. Should the Contractor determine that there is cost or time impact to the Work due to the Field Order, they shall immediately notify that fact in writing to the County, describing the anticipated impacts, and request issuance of a Change Order. Each Field Order shall receive a written response from the Contractor, acknowledging receipt, describing the action and time of completion for the Work. A subsequent written notice shall be submitted by the Contractor to the County upon completion of the Work required by the Field Order stating that the Work is complete and ready for inspection.

- D. **Change Orders (CO)**: The County anticipates changes in the Work. The County, therefore, reserves the right to require the Contractor to process and implement Change Orders in a timely fashion to add to or delete from the Work of the Contract. Provisions for change orders and methods of implementation are described in **00700 GENERAL CONDITIONS Article 6. CHANGES IN THE WORK** and are intended to comply with Public Contract Code Section 20142.
- E. **Construction Change Directives**: The County retains the right to direct the Contractor to change the Work in a manner different than described in the original Contract Documents, prior to agreement on adjustment in the Contract Sum and/or Contract Time. The County may issue a Construction Change Directive as a mechanism by which the County exercises a unilateral right to order changes in the Work without invalidating the Contract.
- F. **Correction Notices**: The County reserves the right to issue Correction Notices to require correction or repairs to the Work, or to require the Contractor to bring into conformity with any laws, codes, ordinances, safety orders or practices determined to be deficient at the work site and surrounding areas affected by the Work, or to correct deficiencies in the Work in regard to compliance with the Contract Documents. Correction Notices shall be promptly executed and are not grounds for adjustment to the time or cost of Contract. Each Correction Notice shall receive a written response from the Contractor, acknowledging receipt, describing the action and the time of completion for the Work. A subsequent written notice shall be submitted by the Contractor to the County upon completion of the Work required stating that the Work is complete and ready for inspection.

6 **CHANGES IN THE WORK**

- 6.1 **Generally**: The County anticipates changes in the Work. The County therefore, reserves the right to issue written Change Orders ordering changes in the Contract at any time prior to the acceptance of the project without voiding the Contract, and the Contractor shall comply with such order. The Contractor may request changes in the Work, but shall not act on the changes until approved in writing by the County. Any change made without authority in writing from the County shall be the responsibility of the Contractor, and no increase in compensation will be made for a change involving greater expense to the Contractor and changes involving greater or lesser expense may be rejected by the County with the consequent responsibility of the Contractor to replace at its own expense the changed Work with that originally specified.

On the basis set forth herein, the Contract price shall be adjusted for any Change Order requiring a different quantity or quality of labor, materials or equipment from the originally required and the partial payments to Contractor, shall be adjusted to reflect the change. Whenever the necessity for change arises, and when so ordered by the County in writing, the Contractor shall take all necessary steps to halt such other Work in the area of the change that might be affected by the ultimate change. Changed Work shall be performed in accordance with the original Contract requirements

except as modified by the Change Order. Except as herein provided, the Contractor shall have no claim for any other compensation due to change in the Work.

6.2 Proposed Change Orders: The County will issue to the Contractor a Cost Request Bulletin for a Proposed Change Order describing the intended change and shall require the Contractor to indicate thereon a proposed amount to be added to or subtracted from the Contract price due to the change supported by a detailed estimate of cost. Upon request by the County, the Contractor shall permit inspection of the original Contract estimate, subcontract agreements, or Purchase Orders relating to the change. Any request for adjustment in time of final completion of the project which is directly attributable to the changed Work, shall also be included by the Contractor on the response to the Cost Request Bulletin. Failure to request adjustment of time on the response to the Cost Request Bulletin shall waive any right to subsequently claim an adjustment of the time for final completion based on the changed Work. Contractor shall submit the response to the Cost Request Bulletin with the estimates and any time extension request thereon to the County within fifteen calendar days after issuance of the Cost Request Bulletin. If not submitted within the required fifteen (15) calendar days and the Contractor has not obtained the County's permission for a delay in submission, the County may order Contractor in writing to begin the Work immediately, and the Contract price shall be adjusted in accordance with the County's estimate of cost, unless Contractor within fifteen (15) days following completion of the changed Work presents proof that the County's estimate was in error.

6.3 Execution of Change Orders: When the County and Contractor agree on the amount to be added to or deducted from the Contract price and the time to be added to or deducted from the completion date, and if the County determines it desirable to implement the Change Order, the Contract Change Order shall be signed by the County, Contractor and Architect/Engineer if applicable, and the Contractor shall proceed with the changed Work. If agreement is reached to the adjustment in compensation for the performance of changed Work but agreement is not reached as to the time adjustment for such Work, Contractor shall proceed with the Work at the agreed price, reserving the right to further pursue its claim for a time adjustment.

A. Labor: The cost to Contractor for labor, supervision, and technical services directly required for the performance of the changed Work, including payments assessments, or benefits required by lawful labor union collective bargaining agreements, compensation insurance payments, contributions made to the State pursuant to the Unemployment Insurance Code, and for taxes paid to the Federal Government pursuant to the Social Security Act of August 14, 1935, as amended.

No labor cost will be recognized at a rate in excess of the wages prevailing in the locality at the time the Work is performed, nor will the use of a classification that would increase the labor cost be permitted unless Contractor established to the satisfaction of the County the necessity for payment at a higher rate.

B. Materials: The cost to Contractor for the materials directly required for the performance of the changed Work. Such cost of materials may include the costs of procurement, transportation, and delivery if necessarily incurred. If a trade discount by the actual supplier is available to Contractor, it shall be credited to the County. If the materials are obtained from a supply or source owned wholly or in part by Contractor, payment therefore, will not exceed the current wholesale price for such materials.

If, in the opinion of the County, the cost of materials is excessive, or if Contractor fails to furnish satisfactory evidence of the cost from the actual supplier thereof, then in either case the cost of the materials shall be deemed to be the lowest wholesale price at which similar materials are available in the quantities required at the time they were needed. The County

reserves the right to furnish such materials as they deem advisable, and Contractor shall have no claim for costs or profits on materials so furnished.

- C. **Equipment:** The cost to Contractor for the use of equipment directly required in the performance of the changed Work except that no payment will be made for time while equipment is inoperative due to breakdowns or for non-working days. The rental time shall include the time required to move the equipment to the Work from the nearest available source for rental of such equipment and to return it to the source. If such equipment is not moved by its own power, then loading and transportation costs will be paid. However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the project in any other way than upon the changed Work. Individual pieces of equipment having a replacement value of \$100.00 or less shall be considered to be tools or small equipment, and no payment therefore will be made. No markup for overhead, profit, or bonds will be allowed for use of equipment supplied by an equipment rental firm. For equipment owned, furnished, or rented by Contractor, no cost therefore shall be recognized in excess of the rental rates established by distributors or equipment rental agencies in the locality where the Work is performed.

The amount to be paid to Contractor for the use of equipment as set forth above shall constitute full compensation to Contractor for the cost of fuel, power, oil, lubrication, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators who shall be paid for as provided in 6.3.A above), and any and all costs to Contractor incidental to the use of such equipment.

- D. **Work by Subcontractors and Vendors:** For any portion of the changed Work that is to be performed by a subcontractor, Contractor shall furnish to the County a detailed estimate prepared and signed by Subcontractor of the cost to Subcontractor for performing the changed Work. At the option of the County, a lump sum estimate of such cost to Subcontractor may be accepted in lieu of the detailed estimate. The combined costs for Subcontractor's overhead, profit, taxes, supervision, and bonds shall not exceed fifteen percent. Contractor may add no more than fifteen percent for its overhead, profits, insurance, taxes, supervision, and bonds for such Work. Estimates of the amount to be deleted from Subcontractor's portion of the Work shall be the gross cost of the deducted Work plus at least six percent for overhead, bonds, insurance, and related savings. For changed Work to be furnished by a Vendor, Contractor shall furnish upon demand of the County, a lump sum estimate of the cost of the items including taxes and cartage to Contractor prepared by the Vendor. No markup for overhead, profit, layout, supervision or bonds will be allowed for changed Work furnished by a Vendor.

- E. **Markup for Added Work / Credit for Deleted Work:** Where changed Work is performed, Contractor may add to the total cost estimate for such Work no more than fifteen percent (15%) for profit, overhead, insurance, taxes, supervision, and bonds. Estimates of the amount to be deducted from the Contract price shall be the gross cost of the deducted Work plus at least six percent (6%) for overhead, bonds, insurance, taxes, and related savings.

For proposed Change Orders which involve both added and omitted Work, Contractor shall separately estimate the cost of the added Work before markups, and separately estimate the cost of the omitted Work before allowance of a credit. If the difference between the costs results in an increase to the Contract price, the markup for added Work shall be applied to the difference, and if the difference in the costs results in a decrease, then the markup for deleted Work shall be applied to the difference.

- F. **Market Values:** Cost for added Work shall be based on market values prevailing at the time of the change, unless Contractor can establish to the satisfaction of the County that it investigated all possible means of obtaining Work at prevailing market values and that the excess cost could not be avoided.

When a Change Order deletes Work from the Contract, the computation of the cost thereof shall be the values that prevailed at the time bids for the Work were opened.

- G. **Cost to Acquire Information:** All costs incurred to acquire information relative to a proposed Change Order shall be borne by the Contractor.

- 6.4 **Minor Changes in the Work:** The County anticipates minor changes in the Work. The County therefore, retains the right to request the Contractor to make minor changes in the Work by a Field Order. Minor changes generally do not impact the cost of the performance of the Work or detrimentally or significantly impact the Contract time.

- 6.5 **Emergency Changes:** Changes in the Work made necessary due to unforeseen site conditions, discovery of errors in plans or specifications requiring immediate clarification in order to avoid a serious work stoppage or changes of a kind where the extent cannot be determined until completed or under any circumstances whatsoever, when deemed necessary by the County, are types of emergency changes which may be authorized by the County in writing to Contractor. Contractor shall commence performance of the emergency change immediately upon receipt of a written Emergency Change Order.

Within fifteen (15) days after receiving the Emergency Change Order, Contractor shall submit a detailed estimate of cost and any proposed extension in Contract time in the same manner as required under Article 7.1 Adjustment of Contract Time and Allowable Time Extensions. If agreement is reached as to compensation adjustment for the purpose of any emergency change, then compensation will be as provided in Article 6.4 Allowable Costs Upon Change Orders relating to ordinary changes. If agreement is not reached as to compensation, then compensation will be as provided in Article 6.8 Failure to Agree to Cost.

- 6.6 **Adjustment of Contract Time and Allowable Time Extensions:** For adjustments to contract time, whether granted as a result of changed Work or at the request of the Contractor, see Article 7 Contract Time.

- 6.7 **Failure to Agree to Cost:** Both parties possess the obligation to bargain in good faith to reach agreement concerning adjustments to the Contract Sum and/or Contract Time as a result of changes to the Work. In the event that an agreement fails to occur the procedures described within these General Conditions shall be followed.

- A. **For Added Work:** Notwithstanding the failure of the County and Contractor to agree as to the cost of the proposed Change Order, Contractor, upon written notice from the County, shall proceed immediately with the changed Work. At the completion of each day's work, Contractor shall furnish to the County a detailed summary of all labor, materials, and equipment employed in the changed Work. The County or its agent will compare their records with Contractor's daily summary and may make any necessary adjustments to the summary. After the County and Contractor agree upon and sign the daily summary, the summary shall become the basis for determining costs for the additional Work. The sum of these costs when added to an appropriate markup will constitute the payment for the changed Work. Subsequent adjustments, however, may be made based on later audits by the County. When changed Work is performed at locations away from the job site,

Contractor shall furnish in lieu of the daily summary, a summary submitted at the completion of the Work containing a detailed statement of labor, material, and equipment used in the Work. The latter summary shall be signed by Contractor, who shall certify, thereon, that the information is true.

Contractor shall maintain and furnish on demand of the County itemized statements of cost from all Vendors or Subcontractors who perform changed Work or furnish materials and equipment for such Work. All statements must be signed by the Vendors and Subcontractors.

- B. **For Deleted Work:** When a proposed Change Order contains a deletion of any Work and the County and Contractor are unable to agree upon the cost thereof, the County's estimate shall be deducted from the Contract price and may be withheld from any payment due Contractor until Contractor presents proof that the County's estimate was in error. The amount to be deducted shall be the costs to Contractor for labor, materials, and equipment that would have been used on the deleted Work together with an amount of overhead and bonds. The guidelines set forth in Article 6.4 Allowable Costs Upon Change Orders above, shall be used in computing the amounts involved.
- C. **Contractor Notice of Claim:** Contractor may initiate a Claim by providing formal written Notice of Claim to the County asserting the fact that the terms of the contract have been breached and compensation is being sought by the Contractor from the County. Claims must be initiated within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later.
- D. **Continuing Contract Performance:** Pending final resolution of a Claim, unless otherwise agreed upon in writing, the Contractor shall diligently proceed with performance of the Contract and the County shall continue to make payments in accordance with the Contract Documents.

6.8 Change Order Limits: The Board of Supervisors as the County has authorized the County General Services Agency Director to order changes or additions in the Work being performed under construction Contracts, pursuant to Public Contract Code Section 20142. This authorization allows any change or addition in the Work to be ordered in writing by the County General Services Agency Director if the extra cost to the County for any such change or addition shall not exceed Five Thousand Dollars (\$5,000) when the total amount of the original Contract does not exceed Fifty Thousand Dollars (\$50,000), nor ten percent (10%) of the amount of any original Contract which exceeds Fifty Thousand dollars (\$50,000) but does not exceed Two Hundred Fifty Thousand Dollars (\$250,000). For Contracts whose original cost exceeds Two Hundred Fifty Thousand Dollars (\$250,000), the extra cost for any change or addition to the Work so ordered shall not exceed Twenty-Five Thousand Dollars (\$25,000), plus 5 percent (5%) of the amount of the original Contract cost in excess of Two Hundred Fifty Thousand Dollars (\$250,000). In no event shall such change or alteration exceed One Hundred Fifty Thousand Dollars \$150,000.

7 CONTRACT TIME

- 7.1 Time is of the Essence:** All time limits established herein are of the essence to this Contract and any breach of said limits due to failure to comply is considered "material".
- 7.2 Commencement and Completion of Work:** The Work shall be commenced within ten (10) days of issuance of the date stated in County's Notice to Contractor to Proceed, and shall be completed by Contractor in the time specified in Article 2 of the Agreement plus any extensions granted by

approved Change Order. Work not completed within the time specified above, may be subject to liquidated damages as described in 7.4, Work Not Completed in Time and Assessment of Damages.

7.3 Adjustment of Contract Time and allowable Time Extensions

- A. Measurement Basis:** Adjustment in Contract Time will be measured on a calendar day basis, except that if the new Contract completion date falls on a Saturday, Sunday or legal holiday, it shall be extended through the next full working day.

- B. Change in Work:** For any change in the Work, Contractor shall be entitled only to such adjustments in time by which completion of the entire Work is delayed due to performance of the changed Work. Contract float time is jointly owned as a resource and shall be consumed on a first-come, first served basis. No extension of time will be granted unless Contractor demonstrates to the satisfaction of the County that he/she has made every reasonable effort to complete all Work under the Contract not later than the date prescribed or as soon as possible thereafter. No extension of time shall be granted for a change in the Work until all float time is consumed and the Contractor demonstrates to the satisfaction of the County by means of a Proposed Revised Project Schedule that it is making, or has made, every reasonable effort to guarantee completion of the additional Work called for by the change within the time originally allotted for the Contract.

- C. Weather Delays and Unusual Circumstances:** Contractors shall not be assessed with liquidated damages, nor the actual cost of engineering and inspection during any delay in the completion of the project caused by acts of God, the public enemy, fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusual action of the elements; provided that Contractor shall notify the County in writing of the causes of delay within fifteen days from the beginning of any such delay. The County shall determine the facts with regard to the delay and determine a reasonable period of time by which the date of completion shall be extended by reason thereof. The findings of the County shall be final and conclusive.

If adverse weather conditions are the basis of a claim for additional time, such claim shall be documented by data substantiating the weather conditions were abnormal for the month they occurred and that the weather conditions had an adverse impact on the timely performance of the Work beyond the control of the Contractor.

The term unusual action of the elements" is limited to extraordinary adverse weather conditions or conditions immediately resulting therefrom which cause a cessation in the progress of the Work which will delay the time of completion of the Contract.

Contractor shall have no right to an adjustment in the time of completion due to weather conditions or industrial conditions that are normal for the locality of the site. The time period for completion of the project has been determined with consideration given to the twenty-year average rainfall statistics and usual industrial conditions prevailing in the locality of the site as documented by the National Weather Service.

- D. Emergency Changes and other Delays:** If Contractor is delayed in completing the Work by reason of any act of the County or its Agents not provided by the Contract, or by reason of changes made pursuant to **6.5 Emergency Changes** without agreement being reached as to any time adjustments, the time for completion of the Work shall be extended for a period commensurate with the delay. Contractor shall notify the County in writing of the causes of the delay within the time period specified above which shall be subject to the same determinations as above stated.

- E. **Requests by Contractor:** Even though Contractor has no right to an extension of time for completion of the Work, the County may extend the time at the request of Contractor if the County determines it to be in the best interest of the County. If the time is extended at the request of the Contractor, the County may charge damages as allowed in Article 7.4 Work Not Completed in Time and Assessment of Damages.
- F. **Extensions due to Litigation:** Should the County be prevented or enjoined from proceeding with Work either before or after the start of construction by reason of any litigation or other reason beyond their control, Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the Work will be extended to such reasonable time as the County may determine. Any such determination will be set forth in writing.

7.4 Work Not Completed in Time and Assessment of Damages: Time is of the essence hereto. If the Work is not completed in accordance with the foregoing, the County shall have the right to extend the time for completion if it determines such extension to be in the best interest of the County; and in case the County decides to extend the time limit for the completion of the Work, it shall have the further right to charge to Contractor, its executors, administrators, heirs, assigns, or sureties, all or any part, as it may deem proper, of the actual costs of engineering, inspection, supervision, incidental, and other overhead expenses that are directly chargeable to this Contract that accrue during the period of such extension, and to deduct the amount thereof from the final payment for the Work; provided, however, that the cost of the final inspection survey and the preparation of the final Notice of Completion will not be included in such charges, OR;

If the County determines it is impracticable and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay as fixed and liquidated damages, not as a penalty, the sum of: **Five Hundred Dollars (\$500)** for each calendar day of delay until the Work is completed and accepted, and Contractor and its surety shall be liable for the amount thereof, the County may deduct said sums from any money due or that may become due Contractor; provided, however, that the cost of the final inspection survey and the preparation of the final Notice of Completion will not be included in such charges. The Contractor shall not be charged liquidated damages because of any delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (including, but not restricted to, acts of God, the public enemy, fire flood, epidemic, quarantine restriction, strike, freight embargo, or and unusual action of the elements; provided that the Contractor shall, within fifteen (15) days from the beginning of any such delay, notify the County in writing of the cause of the delay; whereupon the County shall ascertain the facts and the extent of the delay and extend the time for completing the Work when in its judgment the findings of fact justify such an extension. The County's findings of fact thereon shall be final and conclusive on the parties hereto.

8 PAYMENT AND COMPLETION

8.1 Payments

- A. **Schedule of Major Parts:** Before any payment under this Contract becomes due, Contractor shall prepare a schedule of the estimated values of each of the various major parts of the job and the total of all parts that shall equal the Contract sum. Said schedule shall be on a Payment Request Form supplied by the County and shall be subject to the County's approval. The values in said schedule shall then be used by the County for verifying the amount of each progress payment.
- B. **Application for Payment / Payment Request:** Once each month, Contractor shall prepare and forward to the County a statement in writing, updating the approved Schedule of Major

Parts, indicating the total amount of the Work done and the acceptable materials furnished and delivered by Contractor on the ground and not used, or acceptable materials furnished and stored (if such storage is subject to or under the control of the County), for use in the performance of this Contract to the time of such statement and the value thereof. Payment of undisputed Contract amounts is contingent upon the Contractor furnishing the County with a release of all claims against the County arising by virtue of this Contract related to those amounts. Disputed Contract claims in stated amounts may be specifically excluded by the Contractor from the question of the release as provided upon the Schedule of Major Parts.

C. Payment Processing: Per Section 20104.50 of the Public Contract Code:

1. **Payment Request Review by the County:** Each Payment Request shall be reviewed by the County as practicable after receipt for the purpose of determining that the Payment Request is accurate and proper.
2. **Rejected Payment Request:** Any Payment Request determined not to be a proper Payment Request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the Payment Request is not proper.
3. **Interest:** The number of days available to the County to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven (7) day return requirement.
4. **Progress Payment:** A "Progress Payment" includes all payment due to Contractors, except the portion of the final payment designated by the Contract as Retention Earnings.

Upon General Services Agency Director's written approval of Contractor's Payment Request, the County shall, within 30 days of receipt, pay to Contractor, while carrying on the Work, the balance not retained, as described below, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of law or of this Contract. No such payment shall be construed to be an acceptance of any defective Work or improper materials.

D. Retaining Ten Percent (10%) As Security: The County shall retain ten (10%) of the value of the Work done, and ten percent (10%) of the value of the materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of this Contract by Contractor.

E. Correction of Statement and Withholding of Payment: No inaccuracy or error in said statement shall operate to release Contractor or any surety from damages arising from such Work or from enforcing each and every provision of this Contract. The County shall have the right to adjust any payment request, or to recover any payment made for Work performed, so long as any lawful or proper direction concerning the Work or any portion thereof given by the County shall remain uncompleted.

F. Withholding Additional Amounts: In addition to the amounts which the County may retain as provided herein above, the County may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor as in its judgment may be necessary to cover:

1. Payments which may be past due and payable for just claims against Contractor or any subcontractor for labor or materials furnished in or about the performance of the Work on the project under this Contract;
2. For defective Work not remedied;
3. For failure of Contractor to make proper payments to any subcontractors; and
4. Reasonable doubt that the Contract can be completed for the balance then unpaid.

G. Disbursement of Withheld Amounts: The County may apply such withheld amount or amounts to the payment of such claims, in its discretion. In so doing, the County shall be deemed the agent of Contractor and any payment so made by the County shall be considered as a payment made under this Contract by the County to Contractor, and the County shall not be liable to Contractor for such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims. The County will render to Contractor a proper accounting of such funds disbursed on behalf of Contractor.

H. Liens and Stop Notices:

1. **Withholding by the County:** Should Stop Notices be filed with the Clerk of the Board of Supervisors or the County Auditor/Controller, the County shall withhold the amount required from payments until such claims shall have been resolved pursuant to law, (Civil Code Section 9000, et seq). General Services Agency will not be responsible for the filing of Stop Notice on behalf of any Claimant.
2. **Certified Copy:** Upon filing a Stop Notice, the Claimants shall provide a certified copy of the copy of the Stop Notice to the Department of General Services Agency as prescribed in General Conditions Section 12.2, Notices. Failure to provide a copy to General Services Agency may impact the effectiveness of the ability of the County to withhold funds in a timely or effective manner.
3. **Unconditional Waiver and Release of Liens:** At the election of the County, the Contractor shall provide, within **ten (10)** days of receipt of each progress payment, unconditional waivers and release of lien rights, signed by Contractor and each of its subcontractors and materials suppliers, in the form established therefor by Section 8122 of the Civil Code of the State of California.

I. Audits: The County retains the right to audit the Contractor's records, including but not limited to cost reports, material invoices and other such documents.

8.2 Project Completion

A. Substantial Completion: "Substantial Completion" occurs when the Work has progressed to a point when the County determines the Work is complete except only for the completion of minor "Punch List" items which do not impair the County's ability to occupy and fully utilize the Work for its intended purpose.

When the Contractor feels that the "Substantial Completion" has been achieved and at least 30 days prior to the completion date established in the Notice to Proceed plus any extensions granted in approved Change Orders, the following items shall be submitted:

1. **Request for Inspection for Substantial Completion of the Work:** The Contractor shall, in writing, submit a Request for Inspection for Substantial Completion of the Work. The County shall determine the validity of the request and respond stating a time and date of the inspection, including for attendance by any Consultants responsible for review of the Work and other parties as the County may desire in attendance.
 2. **Contractor's Punch List: A Punch List of items to be completed and/or corrected shall be prepared by the Contractor** and presented to the County with the **Request for Inspection for Substantial Completion of the Work**. The Contractor shall certify that the remaining items of Work shall be completed within 30 days and that the remaining items of Work do not in any way negatively impact the County's full and complete use of the Work. Failure to include any items on the punch lists shall not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents.
 3. **Closeout Submittals:** Prior to the Inspection for Substantial Completion and within sufficient time for review by the County and its Consultants, the Contractor shall submit all record drawings, catalog data, complete operating and maintenance instructions, certificates, warranties, written guarantees and related documents as required by the Contract.
 4. **County Inspection and Final Punch List:** The County and its consultants shall review the submittals, and if the Request for the Inspection is valid, conduct an inspection of the Work. The County shall review the Punch List, incorporating additional comments from the inspection for completion and/or correction by the Contractor for a Final Punch List.
- B. Final Completion and Acceptance of the Work:** The General Services Agency Director, upon agreeing that the Work is complete after completion of all Final Punch List items, and upon receipt of the fully executed Affidavit of Final Payment and the required Maintenance Bond and in accordance with all other provisions for project close out described herein, shall issue a Certificate of Completion to the Contractor and present a recommendation for acceptance and filing of a Notice of Completion and Acceptance at the next regularly scheduled meeting of the Board of Supervisors.

Final Completion and Acceptance of the Work shall be made in accordance with the following steps and conditions:

1. **Contractor's Notice of Final Completion:** Within 30 days of the Request for Inspection and upon completion of all of the Final Punch List items, the Contractor shall submit a "Contractor's Notice of Final Completion" in conformance with the Final Close Out Procedures within the Contract Documents, indicating that the Work is complete and ready for final inspection and acceptance. Failure by the Contractor to complete any items on the Final Punch List within 30 days of the request for Substantial Completion Inspection enables the County to require performance of same by the Contractor's Surety or otherwise arrange for completion of those items of Work and to deduct all costs thereof, as well as any liquidated damages or actual damages incurred from the Final Payment by means of deductive Change Order.
2. **Final Inspection:** Upon receipt of "Contractor's Notice of Final Completion" the County shall promptly make final inspection.

3. **Contractor Close-Out Documents:** Contractor shall submit the following to the County before Final Inspection and after required corrections and/or repairs have been made:
 - a. **Affidavit for Final Payment:** After the completion of the Work of this Contract, the Contractor shall file with the County his or her affidavit signed under penalty of perjury stating that all workers and persons employed, all firms supplying the materials and all subcontractors upon the project have been paid in full and that there are no bills outstanding against the project for either labor or materials except certain items, if any, to be set forth in connection with which notices to withhold have been filed under the statutes of the State of California. The filing of such affidavits by the Contractor shall be required prior to Contractor's receipt of the final payment on this Contract.
 - b. **Guarantees:** Contractor shall submit a Guarantee in accordance with Division 00600 Guarantee for Total Work of these Contract Documents, and any additional Guarantees required by the technical provisions of the Contract Documents.
 - c. **As-Built Drawings and Specifications:** Contractor shall submit As-Built Drawings and Specifications in accordance with **General Conditions Article 3.16 As-built Drawings and Specifications.**
 - d. **Maintenance Bond:** Contractor shall furnish a Maintenance Bond in the amount equal to five percent (**5%**) of the final Contract price, secured from a surety company **admitted** in the State of California and satisfactory to the County. Said bond shall protect the County against the result of faulty material or workmanship and shall remain in effect for a period of one year after the date the County's Notice of Completion and Acceptance is filed with the Clerk of the County of San Luis Obispo.
4. **County's Final Certificate of Completion:** Following satisfactory completion of the above, the County shall file a certificate, over the County Director of General Services Agency signature, stating the Work has been given a final inspection and is approved by them, that the above required documents have been submitted, and that the Work provided for in this Contract has been completed and is accepted by them under the terms and conditions thereof. The Work, however, will not be deemed as accepted by the County until the County's Notice of Completion and Acceptance is filed with the Clerk of the County of San Luis Obispo.
5. **Notice of Completion and Acceptance:** The Notice of Completion and Acceptance shall be submitted by the County General Services Agency Director for approval by the Board of Supervisors stating the final completion date and defining the project and the parties of the project Agreement. The Notice will then be submitted to the Board of Supervisors for acceptance of the Work by the Board as County in regular session. See Article 8.2, B., 6 below.
6. **Resolution authorizing Execution of Notice of Completion and Acceptance of Contract by the County:** Acceptance of the Work by the County, and the subsequent recording of the "Resolution Authorizing Execution of Notice of Completion and Acceptance of Contract by the County" by the County Clerk-Recorder, provided the Work shall be then fully completed and the provisions of this Contract fully performed in all completed

respects will be made only by action of the Board of Supervisors for the County in regular session.

Recordation of the Notice of Completion and Acceptance shall not be deemed an acceptance of latent defects nor shall it constitute a waiver of any of the provisions of this Contract.

7. **Certificate of Final Payment:** : Within thirty-five (35) days after the filing of the above described Resolution with the County Clerk-Recorder, the Director of General Services Agency shall present a "Certificate of Payment" to the County Auditor stating that the entire balance found to be due Contractor, less any retentions held, and noted in said Certificate, is due and payable.
8. **Approval of Final Payment:** Following receipt of said "Certificate of Final Payment" by the County Auditor, said Auditor will issue final payment (full amount of Contract Sum less 5% retention) to be paid on account thereof to the Contractor.
9. **Release of Retention:** Pursuant to the Public Contract Code Section 7107, within 60 days of the recording of the Resolution Authorizing Execution of the Notice of Completion and Acceptance of Contract by the County with the Clerk-Recorder, the retention withheld shall be released. The Contractor is not required to submit a payment request for release of the retention amounts.

9 **TERMINATION**

9.1 **Cause and Performance of Termination of Contract:** If Contractor should be adjudged as bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its subcontractors should violate any of the provisions of the Contract, or if it should persistently or repeatedly refuse or should fail except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if it should fail to make prompt payment to subcontractors or for material or for labor, or persistently disregard laws, ordinances or the instructions of the County, then the County, upon the certificate of the County General Services Agency Director that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy, give written notice to Contractor and its Surety of its intention to terminate the Contract, and unless within five (5) days after the giving of such notice such violation shall cease and satisfactory arrangements for correction thereof be made, the Contract shall, upon expiration of said five (5) days, cease and terminate. In the event of any such termination, the County shall immediately give written notice thereof to the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract, provided, however, that if the Surety within the ten (10) days after the giving of notice of termination does not give the County written notice of its intention to take over and perform the Contract or does not commence performance thereof within the ten (10) days stated above from the date of the giving of such notice, the County may take over the Work and prosecute the same to completion by Contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and its Surety shall be liable to the County for any excess cost occasioned by the County thereby, and in such event the County may without liability for so doing, take possession of and utilize in completing the Work, such as may be on the site of the Work and necessary therefor. In such cases the Contractor shall not be entitled to receive any further payment until the Work is finished.

9.2 **Option in Case of Loss:** In the event that destruction or loss should exceed twenty percent (20%) of the completed value of the construction as determined at the end of the preceding month, it shall be optional with the County to terminate this Contract or to proceed to completion.

9.3 Expense of Finishing Work – contractor’s Liability: If the unpaid balance of the Contract price shall exceed the expense of finishing the Work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the County. The expense incurred by the County as herein provided, and damage incurred through the Contractor's default, shall be certified by the General Services Agency Director.

9.4 Provisions for Termination of Contract: This Contract is subject to termination as provided by Sections 4410 and 4411 of the Government Code of the State of California, being portions of the Emergency Termination of Public Contracts Act of 1949.

10 CONSTRUCTION BY THE COUNTY OR SEPARATE CONTRACTORS

Contractor must ascertain to its own satisfaction the scope of the Work and the nature of any other Contracts that have been or may be awarded by the County in the prosecution of the Work to the end that Contractor may perform this Contract in the light of such other Contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy of the site of the Work. The Contractor shall work in harmony with and be compatible with all other labor being used by the County or other Contractors on the site. The Contractor shall coordinate its Work with the Work of the County and other Contractors, and shall provide adequate information and planning of its Work to allow effective coordination by others with its operations. The Contractor shall not cause any unnecessary hindrance or delay to any other Contractor, subcontractor or workers working on any Project that encompasses the Work. If the performance of any Contract for the Work is likely to be interfered with by the simultaneous execution of some other Contract or Contracts, the Contractor shall immediately give notice thereof to the County. The County shall decide which Contractor shall cease work temporarily and which Contractors may proceed simultaneously. The County shall not be responsible for any damages suffered or extra costs incurred by Contractor or any other Contractor, subcontractor or worker resulting directly or indirectly from the award or performance or attempted performance of the Contracts awarded for the completion of the Work, and Contractor agrees to indemnify and hold the County harmless against any claims for such damages or costs.

11 RESOLUTION OF CONSTRUCTION CLAIMS: The State of California Public Contract Code makes certain provisions for resolving disputes on construction claims of \$375,000 or less. Those provisions, contained in Public Contract Code, section 20104, et seq., and all amendments made thereto, is incorporated herein by reference.

12 MISCELLANEOUS PROVISIONS

12.1 Anti-Trust Assignment: By entering into this Contract or subcontract, 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. Section 15) or under the 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 this public works Contract or sub-contract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment to the parties.

12.2 Notices: Any formal Notice from one party to the other under this Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner:

- A. **Notice to County:** If the notice is given to the County, it must be personal delivery thereof to General Services Agency Director or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to General Services Agency Director for the attention of signer of "Notice to Contractor to Proceed" at the return address indicated on that letterhead, with postage prepaid.
- B. **Notice to Contractor:** If the notice is given to Contractor, it must be by personal delivery thereof to Contractor, or to Contractor's superintendent at the site of the Work, or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to its regular place of business, or at such other address as may have been established for the conduct of the Work, with postage prepaid; or
- C. **Notice to Surety or Others:** If the notice is given to the surety or any other person, it must be by personal delivery to such surety or depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by them to the party giving the notice, with postage prepaid.

12.3 **Notice of Potential Claims:**

- A. **Submittal of Notice of Potential Claim:** The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the County, or the happening of any event, thing or occurrence, unless they shall have given the County due written Notice of Potential Claims as hereinafter specified, provided, however, that compliance with the Article shall not be a prerequisite as to matters within the scope of the notice provisions of **Article 7.4 Work Not Completed in Time and Assessment of Damages.**
- B. **Contents of Notice of Potential Claim:** The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The Notice of Potential Claim must have been given to the County prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation if based on an act or failure to act by the County, or in all other cases within fifteen (15) days after the happening of the event, thing or occurrence giving rise to the potential claim.
- C. **Failure to Submit Notice of Potential Claim:** It is the intention of this article that differences between the parties arising under and by virtue of the Contract be brought to the attention of the County at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that they shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written Notice of Potential Claim as herein required was filed.

12.4 **Non-Waiver:** Neither acceptance of, nor payment for, the Work or any part thereof, nor any extension of time nor any possession taken by the County, shall operate as a waiver of any of the provisions of this Contract, nor shall a waiver of any breach of this Contract, be held to be a waiver of any other or subsequent breach. In addition, recordation of Notice of Completion shall not be deemed an acceptance of latent defects nor shall it constitute a waiver of any of the provisions of this Contract.

NON-DISCRIMINATION

During the performance of this contract, Contractor agrees to comply with all of the Equal Employment Opportunity provisions of Executive Order No. 11246 of September 24, 1965, including the following:

- a.** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County Engineering Department setting forth the provisions of this nondiscrimination clause.
- b.** The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c.** The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the County Engineering Department, advising the said labor union or worker's representative of the Contractor's commitments under this Article 14 and shall post copies of the Notice in conspicuous places available to employees and applicants for employment.
- d.** The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.
- e.** The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the County of San Luis Obispo and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f.** In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- g.** The Contractor will include the provisions of this Article 14 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County Engineering Department or the Secretary of Labor may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

00850 - DRAWINGS AND SPECIFICATIONS

- 1. COORDINATION OF DRAWINGS AND SPECIFICATIONS:** Figured dimensions on the drawings shall govern, but Work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified or as directed. Full-sized details shall take precedence over scale drawings as to shape and details of construction. Should a conflict occur between the drawings and specifications, the more costly and/or stringent material and method of construction shall be used. Scale drawings, full-sized details and specifications are intended to be fully cooperative and to agree but should any discrepancy or apparent difference occur between drawings and specifications or should errors affect the Work, Contractor shall notify the County at once by means of a **Request for Information (RFI)**. If Contractor proceeds with the Work affected without instructions from the County, Contractor shall make good any resultant damage or defect. All misunderstandings of drawings and specifications shall be clarified by the County, whose decision shall be final. Any Work called for by the drawings and not mentioned in the specifications, or vice versa, is to be furnished as though fully set forth by both. Where not specifically stated otherwise, all Work and materials necessary for each unit of construction, including special construction for any specific brand or shape of materials called for, even though only briefly mentioned or indicated, shall be furnished and installed fully and completely, including, but not limited to, manufacturer's instructions and/or recommendations, as part of this Contract.
- 2. FURNISHING SUPPLEMENTAL DETAILS:** The Contractor may request and/or the County may independently furnish details to fully explain the Work and the same shall be considered a part of this Contract. If, in the opinion of Contractor, any details are more elaborate than warranted, written notice thereof must be given to the County within five (5) days of receipt of the supplemental details. The County will then consider that notice as a Claim and, if determined by the County as justified, the drawings will be amended or the extra Work authorized in accordance with the Change Order provisions of the General Conditions.
- 3. TESTING SAMPLES:** The costs of testing samples will be borne by the County except where otherwise specified in this Contract, or where retests or additional tests are required to ascertain conformance with the plans and specifications. All said laboratory tests and additional tests shall be made by bureaus, laboratories or agencies approved by the County and all costs of said retests and/or additional tests shall be borne by Contractor, and said tests shall be paid for by the County but the amount paid shall be deducted from the Contract price. Examples of such additional tests are: Tests of material substituted for previously accepted materials, retests made necessary by the failure of materials to comply with the requirements of the specifications, and load tests necessary because certain portions of the structures have not fully met specification or plan requirements. All samples and specimens for testing shall be selected by the inspector or by the testing laboratory, but not by the Contractor. The Contractor shall, at its own expense, furnish, package, mark and deliver all samples to be tested, when so directed by the inspector, testing laboratory or as otherwise required by the specifications. Delivery of samples to the testing laboratory shall be made in ample time to allow tests to be made without delaying construction. No extra time will be allowed for the completion of the Work by reason of delay in testing samples. The Contractor shall allow free access at all times to the representatives of the testing laboratory to the sources from which samples are taken. All test reports shall be sent to all parties designated by the County.

01 1010 - SUMMARY OF WORK:

PART 1 GENERAL

1.01 WORK INCLUDED

Construction shall consist of completing the interior of a building shell. The existing facility is a two story, wood frame, 22,000 SF building to be shared with two County entities. The Library and North County Service Center shall share the building. Work shall include a new concrete slab, increased structural construction, mechanical, plumbing, electrical and architectural. Minimal site work shall be constructed to accommodate new ADA parking, access and lighting upgrades.

Alternate #1 includes patching and painting the exterior of the existing building shell.

1.02 WORK NOT INCLUDED

Except for such ancillary work as is shown or specified or is necessary as a part of the construction, the following work is NOT included in this Contract.

A. Work shown, but marked "NIC" (Not in Contract). "BUA" (By Using Agency), or otherwise designated to be done by others.

1.03 LOCATION OF SITE

The Site is located at the 6555 Capistrano, in Atascadero, CA.

1.04 SPECIFICATIONS

The Specifications consist of Project Manual Parts One and Two. They include the General Conditions of the Contract for Construction, Supplementary Conditions, Division Sections 0 through 16, and apply to all Work of this Contract.

1.05 DRAWINGS

The Drawings consist of the bid set produced by Ravatt – Albrecht & Associates and their sub-consultants.

1.06 CONTRACTOR'S SETS OF DRAWINGS AND PROJECT MANUALS

- A. County Furnished Drawings and Specifications. Upon award of Contract, the County will provide six (6) sets of Drawings and Project Manuals for the Contractor's use.
- B. Additional Sets Furnished at Contractor's Cost: Additional sets of Drawings and Specifications will be furnished upon request, at cost to Contractor of reproduction. Partial sets will not be available.

END OF SECTION

01 1030 - ALTERNATIVE METHODS AND MATERIALS

1. "OR EQUAL" CLAUSE

Whenever in the specifications any materials, processes or articles are indicated or specified by grade, patents or proprietary names or by names of manufacturers, such specifications shall be deemed to be used for the purpose of facilitating description of the materials, processes or articles desired and shall be deemed to be followed by the words "or equal", and Contractor may offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified, provided, however, that if the material, process or article offered by Contractor is not, in the opinion of the County substantially equal or better in every respect to that specified, then Contractor must furnish the material, process or article specified or one that in the opinion of the County is the substantial equal or better thereof in every respect.

In those cases involving a unique or novel product application required to be used in the public interest, or where there is only one brand or trade name known to the specifying agency, it may list only one. Specifications shall provide a period of time prior to the award of the Contract for submission of data substantiating a request for a substitution of "an equal" item.

The period of time for requesting a substitution where one product, and only one product, is known and identified as the **sole suitable product**, is hereby deemed to be no later than ten (10) days prior to the opening of bids. That period of time will allow the County and the Architect and/or Engineer to review the specifications, blueprints and/or other data required to be submitted by the Contractor so that the County may make a fair evaluation of the request. The burden of proof as to the equality of any material, process or article shall rest solely with the Contractor. The County's decision shall be final. The purpose of that period of time will allow the County to notify listed planholders of permitted substitutions, by Addenda, prior to the opening of bids to enable fair and competitive bidding.

2. SUBSTITUTIONS

- A. **Blueprints and/or Other Data:** All proposals for substitution shall be accompanied by complete manufacturer specifications, blueprints and/or other data with all information presented for both the originally specified material and that proposed for substitution so the County may make a fair evaluation of the Contractor's request; and to be considered by the County, all requests for substitution shall be made within 35 calendar days from date of award of Contract. The County's decision shall be final.
- B. **If the Substitution is Permitted:** The Contractor shall be solely and directly responsible for fitting approved substituted material and equipment into the available space in a manner acceptable to the County and for the proper operation of the substituted equipment as intended by the original design with all other equipment with which it may be associated. The Contractor shall bear all costs of meeting the above requirements for presenting a proposed substitution, and if the substitution is accepted, he/she must bear all costs involved including costs of Architect's and Engineer's services required in adapting the substituted material or equipment to the installation to the complete satisfaction of the County.
- C. **Approval of Submitted Drawings:** When drawings are submitted by the Contractor for the purpose of showing the installation in greater detail, their approval shall not excuse the Contractor from any and all requirements shown on the drawings and specifications or as may be required to properly install the Work.

REQUEST FOR SUBSTITUTION FORM

Project:

Library – Atascadero – Library Expansion, #320030
General Government – North County – “One Stop” Service Center, #320035

We submit for your consideration the following product, method or other requirement as a Substitution for the specified item for the above project.

<u>Section</u>	<u>Page</u>	<u>Paragraph</u>	<u>Description/Item</u>
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The undersigned requests consideration of the following:

PROPOSED SUBSTITUTION:

Attached data includes both the original and the proposed substitution product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request: applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents which the proposed substitution will require for its proper installation.

The undersigned states that the function, appearance and quality are equivalent or superior to the specified or drawing item.

Submitted By: _____

Signature: _____

Firm: _____

Address: _____

Date: _____

Telephone: _____

01 1031 - BID ALTERNATES

SECTION 01030

ALTERNATES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. To allow the County to compare total costs where an alternate project scope might be deleted, and to enable the County's decision prior to awarding the Contract, certain alternatives have been established as described in this section of these Specifications.

1.02 RELATED WORK

A. The alternates discussed herein impact building materials, assemblies and procedures described in various sections of these Specifications.

B. The method for stating the proposed Contract Sum is described on the Bid Form.

C. If the County elects to proceed on the basis of one or more of the alternatives, the Contractor shall make all modifications to the work required in the furnishing and installation of the selected alternative to the approval of the County's representative at no additional cost the County than as proposed on the Bid Form.

1.03 SUBMITTALS

A. All alternatives described in the section of these Specifications are required to be reflected in the bid submitted on the Bid Form for the work: however, do not submit alternatives other than those described in this section except as provided for in Section 01600 of these Specifications

PART 2 - PRODUCTS

2.01 ALTERNATE NUMBER 1 – PAINT EXTERIOR OF BUILDING.

A. General: The County wishes to determine in advance the cost increase involved in painting the exterior of the building.

B. Base Bid: Does not include exterior painting.

C. Alternate Bid: Under Alternate Number 1 on the Bid Form propose an amount that can be added to the Contract Sum if the exterior of the building is painted.

PART 3 - EXECUTION

3.01 ADVANCE COORDINATION

A. Immediately after award of Contract, and to the maximum extent practical, thoroughly and clearly advise all necessary personnel and suppliers as to the nature and extent of any alternate selected by the County: use all

means necessary to alert those personnel and suppliers involved as to all changes in the work caused by the County's selection of an alternate.

END OF SECTION

01050 - FIELD ENGINEERING

Contractor shall be responsible for all layout work. Contractor shall employ a competent instrument man to lay out all lines, corners, levels and grade stakes at the beginning of the project and shall preserve all lines, corners, levels and grade stakes until the project has progressed to the point where they are no longer necessary. Whenever lines, corners, levels or grade stakes are disturbed during construction, they shall be replaced and reset to their original position by the instrument man at no additional cost to the County.

The Contractor shall protect and preserve all permanent survey monuments, property corners and bench marks that may be disturbed, and bear the expense of replacing any that may be disturbed without permission of the County. Replacement of damaged permanent survey monuments, property corners or bench marks shall be performed by a licensed land surveyor hired by the County and costs thereof deducted from the Contract.

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TECHNICAL SPECIFICATIONS

