INVITATION TO BID
BID# 26-36-PL ON – CALL PLUMBING SERVICES
(PUBLIC WORKS OF IMPROVEMENT)

BID INFORMATION:

BID RESPONSE DATE: **November 20, 2026**	**BID RESPONSE TIME (BID DEADLINE)**: **NO LATER THAN 2:30 P.M.**
DELIVER BID PROPOSALS TO: **Stanislaus County GSA Purchasing Division** **1010 10th St., Suite 5400** **Modesto, CA 95354** **Bidders are required to submit one (1) original-hard copy Bid response (including all required attachments) to the address above and one (1) copy electronically via the County's vendor portal at www.stancounty.com/purchasing/county-bids.shtm. Hard-copy Bids shall clearly identify the project name, Bid number, and Bid response date on the outside of the package, and be delivered in a sealed package. Failure to do so may cause the Bid to be treated as nonresponsive.**	
QUESTION DEADLINE: November 2, 2026 All inquiries shall be submitted before 5:00 P.M. Pacific Time on the date shown above. Questions are to be submitted within the County's electronic procurement site: **www.stancounty.com/purchasing/county-bids.shtm.** Responses by the County and any change in requirements will be issued in the form of a written Addendum. The receipt of any resulting Addendum must be acknowledged on the form in Part III. Oral explanations or instructions given before the award of the Contract will not be binding upon the County.	
A PREBID CONFERENCE WILL TAKE PLACE AT: 442 E. Hacket Road, Modesto CA 95358	
MANDATORY ATTENDANCE AT PRE-BID CONFERENCE: **NO** **If attendance is mandatory, failure to attend this conference will result in rejection of bid.**	
THE COUNTY'S COST ESTIMATE FOR THIS PROJECT WILL NOT BE RELEASED BEFORE BIDDING CLOSES	

Any changes to these bid documents are invalid unless modified through an addendum issued by Stanislaus County. Should there be any question as to the content of this document, the version posted on the County's web site shall prevail. Addenda and notices related to this solicitation will be posted by County at https://www.stancounty.com/purchasing/county-bids.shtm. In the event the bid documents or information are obtained through any means other than this web site, County will not be responsible for resulting errors.

PART I

NOTICE INVITING BIDS INSTRUCTIONS TO BIDDERS; GENERAL AND SPECIAL CONDITIONS; FORM OF CONTRACT, PAYMENT BOND AND PERFORMANCE BOND

1. Notice Inviting Bids. Stanislaus County will receive sealed Bids at the General Services Agency on the 5th Floor, Suite 5400 of 1010 Tenth Street, Modesto, CA 95354 by no later than the Bid Deadline above for the above-referenced public works project.

2. Project Description. The County of Stanislaus General Services Agency (GSA), Facilities Maintenance Division (FMD), is soliciting proposals from qualified and experienced contractors to provide On-Call Plumbing and Drain-Clearing Services across multiple County-owned facilities.

The selected contractors will be responsible for performing a variety of plumbing services, including repairs, system maintenance, drain-clearing, remodeling support, and other routine or repetitive plumbing work as needed to maintain County operations.

The County intends to award two (2) Contracts for plumbing contractor services to ensure adequate coverage and timely response to service needs throughout the Agreement term. All rates included in the Billing Rate Schedule shall remain firm and fixed for the duration of the Agreement, with no allowance for rate adjustments unless expressly authorized by the County.

A detailed description of the required services, performance standards, and technical specifications is provided in Part II, Exhibit A.

3. Contract Time. See response times in Part II, Exhibit A.

4. Bid Documents. The Bid Documents in Part I, II and III (listed below) contain the full description of the work and requirements.

PART I:
- Notice Inviting Bids
- Instructions to Bidders
- General and Special Conditions
- Public Works of Improvement Contract
- Payment Bond
- Performance Bond

PART II:
- Exhibit A: Technical Specifications or Scope of Work
- Exhibit B: Insurance Requirements

PART III:
- Bid Proposal
- Addenda Acknowledgement
- Subcontractor List
- Noncollusion Affidavit
- Contractor Certifications
- Sample form of Bidder's Bond

The Bid Documents can be found at http://www.stancounty.com/purchasing/county-bids.shtm.

5. Prebid Conference.

A Pre-Bid Conference for all potential bidders is scheduled at the time and date set forth below. The purpose of the Site Walk is to provide an opportunity for all potential bidders to view two (2) of the Hacket Road Campus locations, which may aid potential bidders in deciding whether to submit a bid. Though the pre-proposal conference and site walks are non-mandatory, bidders are strongly encouraged to walk the sites.

PRE-BID CONFERENCE LOCATION	
GSA Facilities Maintenance Division	442 East Hackett Rd, Modesto, CA 95358
Date: October 27, 2026	Time: 1:00 P.M.

6. Prevailing Wage Laws. The successful Bidder must comply with all Labor Code requirements and prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents. Prevailing Wage information is available at: http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html

7. County's Representative. Bidders shall direct any questions or requests for clarification in writing to the County's Representative through the County's web page, http://www.stancounty.com/purchasing/county-bids.shtm Bidders seeking information related to these Bid Documents, including the scope of services described herein, obtained from sources other than the County's Representative do so at their own risk. The County is not responsible for the completeness, accuracy, or timeliness of information from persons other than the County's representative.

8. Bid Schedule. The Bid Schedule below represents the County's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events shall be prior to 5:00 P.M., Pacific Daylight Time. The County reserves the right, at its sole discretion, to adjust this schedule.

EVENT	**DATE**
Notice Inviting Bids Posted and Issued to Trade Journals	October 13, 2026
Pre-Bid Conference (11:00 A.M.)	October 27, 2026
Deadline for Contractor's to submit questions	November 3, 2026
Deadline for County's responses to Contractor's Bid Questions *(PCC 4104.5 – The date and time for opening bids shall be extended by no less than 72 hours if the County issues any material changes, additions, or deletions to the invitation later than 72 hours prior to the bid closing.)*	November 6, 2026
Deadline for Submission of Bids	November 20, 2026,
Notice of Intent to Award	November 25, 2026
Contractor's Submission of Bonds and Insurance	*Original Bonds Insurance must be delivered to County within 10 days after the Notice of Intent to Award*
Notice of Award or Board of Supervisor's Award of Contract	January 5, 2027

INSTRUCTIONS TO BIDDERS

1. Overview.

a. The Stanislaus General Services Agency (GSA), Facilities Maintenance Division is seeking bids from qualified and experienced Contractors with valid C-36 Plumbing Contractor's license and DIR registration to perform the Work described in **Part II**, **Exhibit A** at multiple locations. ("Project").

b. Bid Proposal costs shall include:
   i. All tools, labor, materials, equipment, transportation, shipping, hauling, disposal requirements and any other items which are required or necessary to perform the Work.
   ii. No separate reimbursement for mileage and travel time shall be allowed.
   iii. Prevailing Wages, as determined by the California Department of Industrial Relations.
   iv. Bonds and insurance.
   v. Bidder shall carefully review the insurance requirements included as **Exhibit B** to this Bid and include all costs for securing the required insurance.

c. This is a prevailing wage contract. Contractor shall comply with all applicable provisions of the Labor Code relating to public works projects.

d. No contractor or subcontractor may be listed on a bid for a public work project unless registered with the DIR pursuant to Labor Code section 1725.5 5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)). No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the DIR.

e. In accordance with Public Contract Code Section 22300, the County shall permit substitution of securities for any moneys withheld to ensure performance under a contract. Alternatively, in accordance with procedures set forth in Public Contract Code section 22300, Contractor may request and the County will permit payment of retentions earned directly to an escrow agent.

2. Bid Intent.

a. The County may select two (2) lowest-priced responsible bidders for this work. The lowest-priced responsive and responsible bidder(s) shall be established based on the cumulative total price of all prices bid as established in the Bid Proposal in Part III.

b. The County intends to award a multi-year contract. The County anticipates that the contract(s) will be awarded in January 2027 for a period of three (3) years. The County and Contractor may mutually agree to extend the contract(s) for an additional two (2) one-year periods.

c. The County reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids and to reject the Bid of any Bidder as non-responsive as a result of any error or omission in the Bid, or if the County believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid was not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the County. For purposes of this paragraph, an "unbalanced Bid" is one having nominal prices for some Bid items and enhanced prices for other Bid items.

d. The County may reject any or all Bids, and waive any informalities or minor irregularities in the Bids. The County also reserves the right, in its discretion, to reject any or all Bids and to re-Bid the Project.

3. **Minimum Qualifications.**

   a. Bidders shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California to do the type of work contemplated in the Project and shall be skilled and regularly engaged in the general class or type of work called for under this contract.

   b. Bidders must be fully qualified, licensed, certified, and insured to perform the work requested. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

   c. Bidders shall not have any pending disciplinary proceedings or investigations by Contractor's State License Board.

   d. Bidders shall not currently (as of the date of bid opening) or within the past year, have any suspensions, disbarments, or similar proceedings (including stipulated agreements), restricting, limiting or prohibiting Bidder from bidding or performing other public works projects for any other public agency.

4. **Addenda.** If discrepancies or apparent errors are found in the Contract Documents prior to the date of bid opening, bidders shall submit a written request for clarification, which response to said request will be given in the form of addenda to all bidders, if time permits. The correction of any discrepancies in, or omissions from the drawings, specifications, or other Contract Documents, or any interpretation thereof, during the bidding period will be made only by an addendum issued by the County's Representative. Each such addendum issued by the County's Representative shall be made a part of the Contract. Any other interpretation or explanation of such documents will not be considered binding. Contractor shall acknowledge all addenda issued in its Bid Proposal.

5. **Required Bid Documents.** Each bidder must submit a complete bid on the standard forms enclosed (See **Part III)**. All portions of the Bid Documents **(Part III)** must be completed before the bid is submitted. Each bidder must provide:

   Bid Proposal
   Acknowledgement of Addenda
   Subcontractor List
   Noncollusion Affidavit
   Contractor Certifications
   Bid Bond or other bid security

   Failure to submit all required documents may result in the bid being rejected as nonresponsive.

6. **Bid Security.** The bid must be accompanied by a bidder's original bond, certified check, or cashier's check in an amount not less than ten percent (10%) of the amount bid. The bidder's bond must be signed in favor of the County, and the certified check or cashier's check must be made payable to the County. Contractor shall pay to the County such sums from said bond, certified check, or cashier's check as necessary to reimburse the County for costs incurred for failure of the successful bidder to enter into the construction contract in accordance with the Contract Documents. The amount of said bond, certified check, or cashier's check shall not be deemed to constitute a penalty or liquidated damages. The County shall not be precluded by such bond, certified check, or cashier's check from recovering from the defaulting bidder damages in excess of the amount of said bond, certified check, or cashier's check incurred as a result of the failure of the successful bidder to enter into the construction contract in accordance with the Contract Documents.

7. **Bid Proposal.**

   a. Contractor's Bid Proposal shall include forms provided in **Part III** of these Bid Documents, with all items completed and properly signed. The bid shall be signed by Contractor if an individual, by a member of the partnership, or by an officer of a corporation authorized to sign contracts in its behalf. If made by a corporation, the bid shall show the name of the State under the laws of which the corporation is chartered or organized.

   b. Bids must be full, complete and clearly written. Bidders are warned against making erasures or alterations of any kind on their bid. Bidders shall make any change in the Bid by crossing out the original entry, entering and initialing the new entry. Bids which contain omissions, erasures, alterations, conditions, or additions not called for may be rejected

   c. Bidders are required to submit one (1) original (including all required attachments) to the address set forth in the Notice Inviting Bids and one (1) copy electronically via the County's vendor portal at www.stancounty.com/purchasing/county-bids.shtm.. Bids shall clearly identify the project name, BID number, and BID response date on the outside of the package and be delivered in a sealed package. Failure to comply with the instructions may cause the bid to be treated as non-responsive.

8. **Subcontractors.**

   a. In accordance with California Public Contract Code, Chapter 4 (commencing with Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California (Subletting and Subcontracting Fair Practices Act), each bid shall have listed on the form provided with the bid: (a) the name and location of the place of business and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor, in or about the construction of the work or improvement, or a subcontractor licensed by the State of California, who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the prime contractor's total bid, and (b) the portion of the work which will be done by each subcontractor. Contractor shall list only one subcontractor for each such portion as defined by Contractor in Contractor's bid. If Contractor fails to specify a subcontractor for any portion of the work to be performed under this Contract in excess of one-half of one percent (0.5%) of the total bid, Contractor agrees to perform that portion itself.

   b. In accordance with SB854, no contractor or subcontractor may be listed on a bid or awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a).

   c. Contractors shall require that subcontractors are bound to all the provisions of the Contract Documents, including insurance and indemnification requirements.

9. **Withdrawal of Bid.** A bid may be withdrawn at any time prior to the hour fixed in the Notice to Contractors for the opening of bids by a written request of the bidder, filed with the County. The withdrawal of a bid will not prejudice the right of a bidder to file a new bid within the time prescribed.

10. **Opening of Bids.** Bids will be opened and then read publicly at the time and place indicated in the Notice to Contractors, or as soon thereafter as is reasonable. Bidders or their representatives and others interested are invited to be present.

11. Consideration of Bid Proposals.

a) After the Bid Proposals and documents required in **Part III** of the Bid Documents have been opened and read, they will be checked for accuracy and compliance with these Contract Documents.

b) Bid prices shall include everything necessary for the completion of fulfillment of the Contract, including, but not limited to, furnishing all materials, equipment, tools, labor and services, bonds and insurance, except as may be expressly provided otherwise in the Contract Documents. When a price is quoted in both words and figures, the words shall prevail in case of a discrepancy. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Bid prices shall include all taxes, including, but not limited to, all Federal, State, and local taxes.

c) The County reserves the right to reject any and all bids and to waive any minor irregularity in a bid.

12. Disqualification of Bidders. Reasonable grounds for believing that any bidder is interested in more than one bid for the work will cause the rejection of all bids in which such bidder is interested. If there is reason to believe that collusion exists among the bidders, none of the participants in such collusion will be considered. Any bid in which the prices are unbalanced may be rejected.

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

14. Signing of Contract and Delivery of Bonds and Insurance.

a. A Contract shall be signed by the successful bidder on the form provided and returned to the County, within ten (10) days after delivery of the Notice of Intent to Award the Contract to Contractor.

b. Within ten (10) days of County's delivery of the Notice of Intent to Award the Contract to Contractor, Contractor shall furnish bonds on the forms set forth in **Part I** of the Bid Documents, issued by a surety company acceptable to the County and authorized and admitted to do business in the State of California, as follows:

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

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

15. **Insurance.** Within ten (10) days of County's delivery of the Notice of Intent to Award the Contract to Contractor, Contractor shall furnish Certificates of Insurance substantiating the fact that Contractor has taken out the insurance required in Exhibit B of **Part II** of the Bid Documents.

16. **Failure to Comply.** If the bidder to whom the award is made fails or refuses, within ten (10) days from the delivery of the Notice of Intent to Award the Contract to Contractor, provide the payment and performance bonds, and/or fails to provide insurance certificates in a form acceptable to the County, the County may then award the Contract to the next lowest responsible bidder. In addition, the County may also require the low bidder to forfeit its bid security to the County in its entirety.

17. **Materials or Equipment Specified by Name.** When any materials or equipment is indicated or specified by patent or proprietary name or by the name and catalogue number of the manufacturer, it shall be considered as used for convenience in describing the material or equipment desired. The use of an alternative material or equipment which is of equal quality and of the required characteristics for the purpose intended may be permitted. Request for such substitution shall be made in writing by Contractor within seven (7) days after bid opening. Failure by Contractor to request substitution within seven (7) days after bid opening constitutes an agreement by Contractor to furnish only the materials or equipment listed in the Contract Documents. Until and unless such substitutions are accepted by the County's Representative, no deviations from the specifications shall be allowed. The burden of proof as to the quality and suitability of the alternative shall be upon Contractor. The County shall be the sole judge as to the quality and suitability of alternative materials or equipment, and its decision shall be final.

18. **Bid Protests.**

    a. Any Proposal or procurement protest ("Protest") must be submitted in writing to the Stanislaus County Purchasing Agent located at 1010 10th Street, Suite 5400, Modesto, CA 95354, (Attention: GSA Purchasing), before the earlier of the following dates: 2:00 P.M. of the fifth business day following issuance of the Notice of Intent to Award or within five (5) business days after the protesting party knows, or should have known, of the occurrence of the action which is protested. The Protest shall be followed by an email to GSA Purchasing at GSAPurchasing@stancounty.com

    b. Only parties who responded to the County's procurement solicitation ("Respondents") who the County deemed responsive and/or responsible are eligible to submit a Protest. A Protest from a Respondent who the County deemed not responsive and/or not responsible will not be considered.

    c. A formal protest must be in writing signed by the protesting party and shall contain: (a) A specific identification of the statutory or regulatory provision(s) that the action complained of is alleged to have violated; (b) A specific description of each act alleged to have violated the statutory or regulatory provision(s) identified in subparagraph (A) of this paragraph; (c) A precise statement of the relevant facts; (d) An identification of the issue(s) to be resolved; (e) Argument and authorities in support of the protest; and (f) Proof that copies of the protest have been mailed or delivered to all respondents who have submitted bids, proposals or offers for the contract involved. A certification that copies were supplied to all interested parties with a list of the addresses the protest was sent to will be accepted as proof of delivery of copies. Names and addresses of such respondents may be obtained by sending a written request for the information to the Purchasing Agent.

    d. In the event of a timely Protest has been made, and an award has not been made, the County will not proceed further with the solicitation or award of the contract unless the Purchasing Agent, makes a written decision to award of contract.

e. The Purchasing Agent may receive written responses to the protest from Respondents who have submitted bids, proposals or offers for the contract involved and from other interested parties. The protesting party will be given notice of written responses received.

f. If the protest is not resolved by mutual agreement, the Purchasing Agent will issue a written decision on the protest. The decision will set forth the reasons for the decision.

g. The decision of the Purchasing Agent on a protest may be appealed by the protesting party to the County's Chief Executive Officer or his or her designee ("CEO") in accordance with the County's procurement policy.

h. Any Protest regarding this procurement must be handled through the processes defined herein. Protests or appeals which are not submitted in accordance with these procedures will not be reviewed or rejected.

i. Failure to adhere to or attempting to circumvent or influence this process by contacting persons other than the Purchasing Agent or his designee, shall result in the protestor's immediate disqualification from consideration of award.

GENERAL CONDITIONS

1. Definitions.

a. The term "Change Order" shall refer to a written agreement in the form included in these Contract Documents, signed by the County and Contractor, modifying the Contract.

b. The term "Contract" means and includes the Public Works of Improvement Contract and the Contract Documents.

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

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

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

f. The term “day” means a calendar day unless otherwise specifically noted.

g. The term “Indemnified Parties” means the County and its Board of Supervisors, directors, officers, employees, agents, inspectors, construction managers, project managers, consultants, subconsultants, their employees, and the County’s Representative.

h. The term "County" means Stanislaus County.

i. The term "County’s Representative" means the person Andrew Johnson, Director of GSA/Purchasing Agent or his designee. Upon Contractor's receipt of notice from the County of such replacement, Contractor shall recognize such person or firm as County’s Representative for all purposes under the Contract Documents.

j. The term "Project" means the total of the work and obligations agreed to be performed by Contractor under the Contract Documents, including but not limited to labor, equipment, materials, supplies, and taxes.

2. Contract Documents.

a. The Contract Documents, all of which are incorporated herein by this reference, consist of:

PART I:	**PART II:**	**PART III:**
Notice Inviting Bids Instructions to Bidders Public Works of Improvement Contract General and Special Conditions Payment Bond Performance Bond	**Exhibit A**: Scope of Work **Exhibit B**: Insurance Requirements	Bid Proposal Addenda Subcontractor List Noncollusion Affidavit Contractor Certifications Bid Bond or other bid security

b. The Contract Documents also include insurance; bonds, notice to proceed; addenda issued; Change Orders; amendments; permits, and any other documents described as such within these Contract Documents.

c. The Contract Documents represent the entire and integrated agreement between the parties hereto and supersede prior negotiations, representations or agreements, either written or oral. Contract Documents do not include: soils, geotechnical, or other reports, surveys, or analyses, which may be printed, bound or assembled within the Contract Documents or otherwise made available to Contractor for review or information under this Agreement, unless specifically enumerated and directly incorporated herein. Such information is available to Contractor for information purposes only. Contractor shall be solely responsible for the interpretation of all such information, and County makes no representation or warranty as to the reliability or accuracy of any such information.

3. Responsibility of Contractor.

a. Contractor shall do all of the work and furnish all labor, materials, tools, equipment, appliances, bonds and insurance except as otherwise herein expressly stipulated, necessary, or proper for performing and completing the work herein required, including any Change Order work, disputed work or extra work directed by the County or County's Representative, within the time specified.

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

4. Examination of Contract Documents and Site of Work. Each bidder shall examine carefully the site of the work and the Contract Documents, and shall satisfy itself as to the character, quality, and quantity of the surface and subsurface materials or obstacles to be encountered. The submission of a bid shall be conclusive evidence that Contractor has satisfied itself through Contractor's own investigation as to the conditions to be encountered; the character, quality, and scope of work to be performed; the materials and equipment to be furnished; and all requirements of the Contract Documents.

5. Pre-Construction Conference. Prior to the start of construction, a conference may be called by the County's Representative for the purpose of reviewing the construction program with Contractor. At this conference, the sequence of work, methods of access to the construction site and temporary facilities shall be reviewed by Contractor and County.

6. Intent of Plans and Specifications or Scope of Work. It is the intent of these Contract Documents that the work performed under the Contract shall result in a complete operating system in satisfactory working condition with respect to the functional purposes of the installation, and no extra compensation will be allowed for anything omitted but fairly implied. The prices paid for the various items in the bid shall include full compensation for furnishing all labor, materials, tools, equipment, overhead, profit, incidentals, and doing all work necessary to complete the finished product as provided in the Contract Documents.

7. Clarification of Contract Documents. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in the Contract Documents, or in the event of any doubt or question arising respecting the true meaning of the Contract Documents, Contractor shall apply to the County's Representative for such further explanations as may be necessary.

8. Supplemental Drawings and Instructions. In addition to the drawings incorporated in the Contract at the time of signing, the County may furnish such working drawings and supplemental instructions from time to time as may be necessary to make clear, or to define in greater detail, the intent of the Contract drawings and specifications. In furnishing such additional drawings and/or instructions, the

County shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the nature of the work. These working drawings and supplemental instructions shall become a part of the Contract Documents, and Contractor shall make its work conform to them.

9. Beginning of Work.

a. The Notice to Proceed shall constitute authority for Contractor to enter upon the site of the work and to begin operations, upon the condition that Contractor has strictly complied with all requirements of these Contract Documents, including but not limited to, furnishing all required documentation and certificates of insurance.

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

c. The Contract Time shall begin on the date set forth in the Notice to Proceed, whether or not Contractor is allowed on the work site due to Contractor's failure to furnish County with all documentation required by these Contract Documents.

10. Schedule of Values, Cost Breakdown and Payments.

a. Upon the request of the County, prior to the first application for payment, Contractor shall submit to the County a cost breakdown of the Contract Sum. Contractor's cost breakdown shall utilize a "Schedule of Values" format approved by County. All progress payments shall be submitted using this percent complete form. The cost breakdown shall itemize, as separate line items, the cost of each work activity and all other costs, including warranties, record documents, insurance, bonds, overhead expenses, and the total allowance for profit, the total of which shall equal the Contract Sum. The cost breakdown shall include a separate line-item cost for each activity listed on Contractor's initial (as-planned) schedule. The cost breakdown, when accepted by the County, shall become the basis for determining the cost of work performed for Contractor's applications for payment.

b. On a monthly basis, Contractor shall submit to the County's Representative an itemized application for payment for the cost of the work in permanent place, as approved by the County's Representative, which has been completed in accordance with the Contract Documents. The application for payment shall be prepared in a form acceptable to the County and County's Representative and shall contain itemized amounts in accordance with the cost breakdown. The applications for payment shall not include requests for payment on account of changes which have not been completed or authorized by Change Orders, or for amounts Contractor does not intend to pay a subcontractor because of a dispute or other reason. By submission of an application for payment, Contractor represents to the County that all work for which Contractor is seeking compensation, has been performed in strict compliance with these Contract Documents. Upon request by the County, Contractor shall provide certified payroll documents, lien releases in the statutory forms, and updated schedule if necessary prior to making payment.

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

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

i. Defective work not remedied;
ii. Third-party claims against Contractor or the County arising from the acts or omissions of Contractor or subcontractors;
iii. Stop notices;
iv. Failure of Contractor to make timely payments due to subcontractors for material or labor;
v. A reasonable doubt that the work can be completed for the balance of the Contract Sum then unpaid;
vi. Damage to the County or others for which Contractor is responsible;
vii. Reasonable evidence that the work cannot be completed within the Contract Time, and the unpaid balance of the Contract Sum would not be adequate to complete the work and cover the County's damages for the anticipated delay;
viii. Failure of Contractor to maintain, update, and submit record documents;
ix. Failure of Contractor to submit schedules or their updates as required by the Contract Documents;
x. Performance of the work by Contractor without properly processed shop drawings;
xi. Liquidated damages assessed;
xii. Any other failure of Contractor to perform its obligations under the Contract Documents.

11. Responsibility for Accuracy. Contractor shall obtain all necessary measurements for and from the work, and shall check dimensions, elevations, and grades for all layout and construction work and shall supervise such work, the accuracy for all of which Contractor shall be responsible. Each subcontractor shall adjust, correct, and coordinate Contractor's work with the work of others so that no discrepancies will result in the whole work. Contractor shall be responsible for verifying that all information and data contained and set forth in all of Contractor's submittals that may be required by the Contract Documents, comply in all respects with the Contract Documents.

12. Effect of Inspection or Use. Neither the inspection by an inspector, County, County's Representative, Construction Manager, architect, engineer, or anyone acting in their behalf ("County Parties"), nor any measurement, approved modification, submittal, shop drawing, order, or certificate, nor acceptance of any part or whole of the work, or payment of money, nor any possession or use by the County or its agents, shall operate as a waiver of any provisions of the Contract or of any power or authority reserved therein, or of any right to damages thereunder; nor shall the waiver of any breach of this Contract be held to be a waiver of any subsequent or other breach.

13. Inspection.

a. All work performed, and all materials and equipment furnished under the Contract Documents shall be subject to the inspection and approval of the County Parties. They shall at all times have access to the work during its construction and shall be furnished with every reasonable facility and assistance for ascertaining that the materials and workmanship are in accordance with the requirements and intent of the Contract Documents.

b. Any work constructed or performed without inspection as provided above, except with the specific written consent or approval of the County's Representative or constructed or performed contrary to the instructions or orders of the County's Representative, or his or her authorized representative, must, if requested by the County's Representative, be uncovered for examination and properly restored at Contractor's expense.

c. The inspection of the work by the County Parties does not relieve Contractor of any of Contractor's obligation to fulfill the Contract as prescribed.

d. Any work, materials, or equipment not meeting the requirements and intent of the Contract Documents shall be rejected, and unsuitable work or materials shall be made good, notwithstanding the fact that such work or materials may have previously been inspected or approved and payment therefor may have been made.

e. Re-examination of any work may be ordered by the County's Representative, and such work must be uncovered by Contractor. Contractor shall pay the entire cost of such uncovering, re-examination, and replacement if the work does not conform to the Contract Documents.

f. Contractor shall, upon request and without delay, remove from the site of the Work, all debris, trash, excess construction materials, and rejected or condemned materials of any kind brought to, or incorporated in, the work.

14. **Use of Completed Portions.** The County shall have the right at any time during the progress of this work to take over and place in service any completed or partially completed portion of the work, notwithstanding the time for completion of the entire work or such portions which may not have expired; but such taking possession thereof shall not be deemed an acceptance of any of the work, nor work on those portions not completed in accordance with the Contract Documents.

15. **Means and Methods.** Neither the County's Representative nor the County Parties will have control over, be in charge of, nor be responsible for construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the work, since these are solely Contractor's responsibility, unless otherwise required by the Contract Documents.

16. **Contract Time and Delays.**

a. Contractor agrees to complete all of its work required in the Contract Documents, or any subsequent revisions or modifications thereto, within the time specified in the Bid Proposal, subject to Change Orders increasing or decreasing the time specified.

b. It is agreed by the parties to this Contract that time is of the essence to the performance of this Contract by Contractor, and that in case all work called for under the Contract is not completed in all respects and requirements within the time called for in the Contract Documents, plus any agreed upon extensions of time, damage will be sustained by the County.

c. The granting of an extension of time for the completion of the work on account of delays which, in the judgment of the County, are unavoidable delays, or granted for the performance of extra or additional work, shall in no way operate as a waiver on the part of the County of any of its rights under this Contract.

17. **Cost and Pricing.** All cost and pricing data submitted by Contractor to the County with respect to any work, change, prospective or completed, or any claim for extra compensation shall be a true, complete, accurate, and current representation of actual cost and pricing of the work. The cost of tools shall be without markup. The County's Representative or his or her authorized representative may require a formal certification as to cost and pricing data submitted by Contractor. Certification shall be in the form acceptable to the County.

18. **Proceed with Work.** Notwithstanding the making of any Claim or the existence of any dispute regarding the Contract Documents, Contractor shall not cause any delay, cessation, or termination in or of Contractor's performance of the work but shall diligently proceed with performance of the work in accordance with the Contract Documents.

19. **Access to Records.** The County Parties shall have access, upon reasonable notice, during normal business hours, to Contractor and subcontractors' books, documents and accounting records, including but not limited to, bid worksheets, bids, subcontractor bids and bids, estimates, cost accounting data, accounting records, payroll records, time sheets, cancelled checks, profit and loss statements, balance sheets, project correspondence including but not limited to all correspondence between Contractor and its sureties and subcontractors/vendors, project files, scheduling information, and other records of Contractor and all subcontractors directly or indirectly pertinent to the work,

original as well as change and claimed extra work, to verify and evaluate the accuracy of cost and pricing data submitted with any Change Order, prospective or completed, or any Claim for which additional compensation has been requested or notice of potential Claim has been tendered. Such access shall include the right to examine and audit such records, and make excerpts, transcriptions, and photocopies at County's cost.

20. Temporary Suspension of Work. The County shall have the authority to suspend the work wholly or in part for such period as it may deem necessary, due to unsuitable weather, lack of adherence to safety regulations, or to any other conditions it considers unfavorable for the suitable prosecution of the work, or for such time as it may deem necessary, due to the failure on the part of Contractor to carry out orders given or to perform any provisions of the Contract, or for any other reason. Contractor shall immediately comply with such written order of the County to suspend the work wholly or in part.

21. Termination.

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

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

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

d. The County reserves the right to terminate the work for its convenience upon written notice to Contractor. In such event, Contractor shall be paid its reasonable costs for that portion of the work performed to the date of termination, reasonable costs associated with demobilization, plus ten percent (10%) of all such costs for overhead and profit.

22. Final Inspection, Field Acceptance, And Acceptance. Contractor shall notify the County's Representative in writing of the completion of the work, and the County's Representative shall inspect the work. Contractor will be notified in writing of any defects or deficiencies to be remedied prior to final acceptance. Within ten (10) calendar days of such notification, Contractor shall proceed

to correct such defects or deficiencies. Final acceptance by the County shall cause the commencement of guarantee periods.

23. **Close Out Submittals.** Upon completion of its work, Contractor shall submit all “in place” or “as-built” drawings, owner’s manuals, operating manuals, labor and materials warranties, and any other close out documents required by the Contract Documents (collectively, the “Close Out Submittals”). Final Payment (defined herein) to Contractor (including any payments that may be otherwise due for Claims or disputes shall not be deemed due to Contractor until such time as Contractor ha s submitted all required Close Out Submittals.

24. **Cleaning Up.**

    a. Throughout the construction period or the performance of the work, Contractor shall keep the site of the work in a presentable and safe condition, dispose of any surplus materials, clean out all drainage ditches and structures, and repair any fences or other property damaged during the progress of the work, to the satisfaction of the County’s Representative and County.

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

25. **Assignment.** The performance of the Contract may not be assigned except upon written consent of the County, and no assignment shall be permitted which would relieve the original Contractor or Contractor's surety of their responsibilities under the Contract.

26. **Compliance with Laws and Regulations.** Contractor shall keep itself fully informed of, and shall observe and comply with, and shall cause any and all persons, firms, or corporations employed by Contractor or under him, to observe and comply with all applicable laws, codes, regulations, orders, and decrees which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work. Particular attention is called to the following the Labor Code and Prevailing Wage requirements set forth in the Contract between County and Contractor.

27. **Standard Specifications and Codes.** All Work herein specified shall be performed in accordance with applicable sections of the latest Standard Specifications or Codes including Stanislaus County Code Title 16; Standard Specifications, State of California, Department of Transportation; Stanislaus County Improvement Standards; and the California Building Code (California Code of Regulations, Title 24, Part 2). In a case of conflict between the specifications and said Standards, the more costly or expensive interpretation is deemed to control, except as otherwise approved by the County.

28. **Safety Requirements.**

    a. All General or Prime Contractors will be responsible for their employees and subcontractors. It will be up to them to enforce all safety regulations set forth by the County and Cal-OSHA. This will include all safety ware and equipment necessary to provide a safe work environment for all workers and the public in and around the job site.

    b. The use of safety wear and equipment, such as eye protection, ear protection, and other required safety equipment will be strictly enforced.

    c. Work areas will be marked off and safe paths provided for County employees and the general public.

d. Noise and dust will need to be contained and kept to a minimum when working in occupied areas and may require after hours work.

e. When work above the floor or ground is required, proper use of ladders and safety harness or railing will be enforced.

f. All welding, cutting or brazing will require a fire-watch with a fire extinguisher.

g. All Contractors are responsible for their equipment and must ensure that it is safe and in good working order. All electrical equipment to be used on site will be checked by the Project Manager.

h. All Contractors are required to clean up their work area daily. Materials not used will be stored neatly or removed from the site.

i. Material Safety Data Sheets for any materials used on the project are required per OSHA standards. No storage or disposal of hazardous materials on site is allowed.

j. For any work site/facility that is equipped with a security system, or that has doors that must remain locked, the entering of this site/facility or shutdown of the security system will need to be authorized by the Project Manager and/or the Building Maintenance Superintendent.

k. The Project Manager will explain all policies and procedures regarding emergency alarms and exits and will also give a tour of the fire exits.

l. Work attire will be neat and clean and will meet OSHA requirements.

m. A visitor identification badge will be worn at all times if within County's facilities if required by County.

n. The County has all non-smoking facilities. Smoking is permitted only in designated areas outside of work site.

29. Reporting Requirements.

a. Failure to deliver to the County specific information, records, reports, certifications, or any other documents required for compliance with these Contract Documents shall be considered noncompliance. If found by the County to be in noncompliance, Contractor shall correct specific deficiencies and make immediate corrections. Monetary deductions may be made for failure to effect corrections or delinquencies.

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

30. Protection of Workers.

a. Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Occupational Safety and Health and any other governing body having jurisdiction over the work. Contractor shall immediately replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that may exist or that the County's Representative may indicate. Failure of the County's Representative to

suspend the work or notify Contractor of the inadequacy of the safety precautions or noncompliance with the law shall not relieve Contractor of this responsibility.

b. In the event this Contract requires the excavation of any trench or trenches in excess of five feet in depth, Contractor shall prepare a detailed design plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trenches pursuant to applicable laws and regulations.

c. When requested by County or required by safety regulations, Contractor shall submit a proposed safety program which outlines the precautions to be taken by contractor to ensure the safety of County employees and the public.

31. Protection of Materials and Equipment. Contractor shall protect the work, materials, and equipment from damage due to the nature of the work, the action of the elements, trespassers, or other causes. Contractor shall properly store materials and equipment, and erect such temporary structures as are required to protect them from damage, including, but not limited to, construction fencing.

32. Sanitary Provisions. The necessary sanitary conveniences for the use of the workers on the project, properly obscured from public observance, shall be provided and maintained by Contractor.

33. Existing Utilities.

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

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

c. In accordance with Section 4215 of the Government Code of the State of California, the County shall make provisions to compensate Contractor for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating such main and trunk line utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. In the event Contractor discovers utilities not identified in the Contract Documents, Contractor shall immediately notify the County’s Representative and the utility County by the most expeditious means available and later confirm in writing.

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

34. Cooperation.

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

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

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

35. **Air Pollution Control.** Contractor shall comply with all air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances, and statutes specified State of Federal law, and the San Joaquin Valley Air Pollution Control District. Unless otherwise provided in the Contract Documents, material to be disposed of shall not be burned.

36. **Water Pollution.** Contractor shall comply with all rules, regulations, ordinances, and statues (including County Code Section 14.14) which apply to water pollution, including but not limited to, erosion control. When required by law, Contractor must prepare a Storm Water Pollution Prevention (SWPP) Plan prior to beginning Work. The SWPP must include, as a minimum, the method for protecting all storm drains and waterways adjacent to the demolition area and/or other Work areas.

37. **Sound Control Requirements.** Contractor shall comply with all sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the Contract. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

38. **Protection Against Patent Claims.** Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

39. **Weekend, Holiday, And Night Work.** No work shall be done between the hours of 5:00 PM and 8:00AM, or on Saturdays, Sundays or legal holidays, except with written permission of the County's Representative. Requests to work between these hours, or on Saturdays, Sundays or legal holidays, must be submitted in writing at least two working days in advance of the intended work. In case of an emergency, Contractor will be allowed to work at night or on Saturdays, Sundays or legal holidays but must notify the County's Representative immediately. An emergency shall be considered an unforeseen event that poses a danger to the public or to the uncompleted work. It is understood, however, that two or three shift operations may be established as a regular procedure by Contractor if Contractor first obtains written permission from the County and County's Representative. Such permission may be revoked by the County or County's Representative at any time, without cause, or if Contractor fails to maintain adequate force and equipment for reasonable prosecution and to justify inspection of the work or fails to provide sufficient artificial light to permit the work to be carried on properly and safely and to permit proper inspection.

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

41. **Liability of Officials.** Neither the County, the County's Representative, nor any officers, employees, agents, or representatives of the County, nor any of them, shall be responsible for any liability arising under this Contract, except with respect to such obligations as are expressly set forth herein.

42. **Contractor Not an Agent of County.** The right of general supervision shall not make Contractor an agent of the County, and the liability of Contractor for all damages to persons or to public or private

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

43. Assignment of Antitrust Actions. Pursuant to Section 4552 of the Government Code of the State of California, contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15), or under Cartwright Act (Chapter 2, commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract.

44. Property Rights in Materials. Nothing in this Contract shall be construed as vesting in Contractor any right of property in the materials used, after they have been installed, attached, or affixed to the work, but all such materials shall be the property of the County and cannot be removed from the work without the consent of the County.

45. Contractor's Equipment. Contractor shall provide adequate and suitable equipment and means of construction to meet all the requirements of the work, including completion within the time allotted. Only equipment suitable to produce the quality of work required will be permitted to operate on the project, and specific types of equipment may be requested on component parts of the work. In any case where the use of a particular type or piece of equipment has been banned, or in cases where the County's Representative has condemned for use on the work, any piece or pieces of equipment, Contractor shall promptly remove such equipment from the site of the work. Failure to do so within a reasonable time may be considered a breach of contract.

46. Claims.

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

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

47. False Claims.

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

b. Government Code sections 12650, et seq., pertains to civil penalties that may be recovered from persons (including corporations, etc.) for presenting a false claim for payment or approval, presents a false record or statement to get a false claim paid or approved, or other acts, to any officer or employee of any political subdivision of the State of California. Any person or corporation violating the provisions of Government Code sections 12650, et seq., shall be liable for three times the amount of the damages, plus a civil penalty, plus costs. All Claims by

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

48. Public Contract Code Section 9204. Public Contract Code section 9204 provides:

(a) PCC 9204 (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

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

(c) For purposes of this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

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

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

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

(l) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
(m) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(n) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, Contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, Contractor shall notify the subcontractor in writing as to whether Contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

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

(p) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

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

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

(s) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

49. Resolution of Construction Claims (Public Contract Code Section 20104 - 20104.6). This section applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency. (b) (1) “Public work” means “public works contract” as defined in Section 1101. “Claim” means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency. The provisions of Public Contract Code Section 20104 through Section 204104.6 are incorporated herein by this reference.

50. Government Claim. Contractor shall present any claim prescribed by Government Code Section 910 within one year of the last breach of the contract (Government Code Section 911.2). This claim is in addition to all of the claim process required under this contract.

51. Miscellaneous Provisions.

a. Contractor is subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the contract being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, §1090 and Public Contract Code, §10410 and §10411, for State conflict of interest requirements.

b. Contractor, its contractors and subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 et seq.) and have or will provide a drug-free workplace by taking the actions required under Government Code Section 8350.

c. Contractor affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Contractor affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

d. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, ethnic group identification, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.); and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations. Contractor shall comply with 13 CCR Section 2449 regarding In-Use of Off Road Diesel Fuel Fleets all related reporting requirements.

e. Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) and California accessibility laws in performing its obligations under this Contract. In particular, if Contractor is providing services, programs or activities to employees or members of the public as part of this Contract, Contractor shall not deny participation or the benefits of such services, programs, or activities, to people with disabilities on the basis of such disability.

f. All bids become public information after the opening of Bids, with the exception of those portions of a proposal that are identified at the time of the submittal by the Proposer as "Confidential" or "Proprietary" and which are reasonably deemed by the County as not being public documents that must be disclosed under applicable sections of the California Public Records Act and other appropriate statues and regulations.

g. For goods, equipment and/or services, the County reserves the right to extend the terms, conditions, and prices of this contract to other local agencies or other County departments who express an interest in piggybacking on this contract. Each of the piggyback institutions or departments will issue their own purchasing documents for the goods, equipment and/or services. Contractor agrees that County shall bear no responsibility or liability for any agreements between Contractor and the other Institution(s) who desire to exercise this option.

h. This Contract shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor, and to the successors in interest of County, in the same manner as if such parties had been expressly named herein.

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

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

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

l. All headings, captions and titles are for convenience and reference only, and of no meaning in the interpretation or effect of this contract.

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

SPECIAL CONDITIONS

1. Permits and Licenses.

The Contractor shall procure all other permits and licenses necessary for the normal conduct of its business and construction operations, and all costs associated therewith shall be paid by Contractor. The Contractor shall comply with the provisions of said statutes in obtaining such permits, licenses, and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work.

2. Special Testing or Inspections.

Contractor shall procure all other permits and licenses necessary for the normal conduct of its business and construction operations, and all costs associated therewith shall be paid by Contractor. Contractor shall comply with the provisions of said statutes in obtaining such permits, licenses, and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work.

3. Hours of Work.

Work on this project shall take place on between the hours of 7:00 A.M. and 5:00 P.M. unless otherwise approved by the County's Representative.

4. Guarantee.

a. Should any failure of the work occur within any designated warranty period, which can be attributed to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at Contractor's expense.

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

5. Temporary Structures.

Contractor shall assume responsibility for temporary structures used to implement construction such as shoring and scaffolding.

6. Safety Requirements.

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

b. The use of safety wear and equipment, such as eye protection, ear protection, and other required safety equipment will be strictly enforced.

c. Work areas will be marked off and safe paths provided for County employees and the general public.

d. Noise and dust will need to be contained and kept to a minimum when working in occupied areas and may require after hours work.

e. When work above the floor or ground is required, proper use of ladders and safety harness or railing will be enforced.

f. All welding, cutting or brazing will require a fire-watch with a fire extinguisher.

g. All Contractors are responsible for their equipment and must ensure that it is safe and in good working order. All electrical equipment to be used on site will be checked by the Project Manager.

h. All Contractors are required to clean up their work area daily. Materials not used will be stored neatly or removed from the site.

i. Material Safety Data Sheets for any materials used on the project are required per OSHA standards. No storage or disposal of hazardous materials on site is allowed.

j. For any work site/facility that is equipped with a security system, or that has doors that must remain locked, the entering of this site/facility or shutdown of the security system will need to be authorized by the Project Manager and/or the Building Maintenance Superintendent.

k. The Project Manager will explain all policies and procedures regarding emergency alarms and exits and will also give a tour of the fire exits.

l. Work attire will be neat and clean and will meet OSHA requirements.

m. A visitor identification badge will be worn at all times if within County's facilities if required by County.

n. The County has all non-smoking facilities. Smoking is permitted only in designated areas outside of work site.

7. 13 CCR § 2449. REQUIREMENTS FOR IN-USE OFF-ROAD DIESEL-FUELED FLEETS
Regulations Re: In Use Off-Road Diesel Fueled Fleets

Introduction

Amendments to the California Code of Regulations, Title 13, Chapter 9, Article 4.8 Section 2449, were approved by the California Air Resources Board (CARB) in 2022 (2022 amendments) to the In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation or regulation) incorporate new contracting requirements. CARB added the contracting requirements to establish a proactive check at the onset of a project or at contract renewal to encourage fleets to comply with the regulation. Contracting requirements also safeguard against the unfair monetary advantage of noncompliance and thus help level the playing field for all fleets.

Contractor and its subcontractors shall comply with all applicable CARB laws and regulations, including but not limited to Off-Road Regulations.

Contracting Requirements [*Section 2449(i)*]

For a project involving the use of vehicles subject to the Off-Road Regulations, the prime contractor must obtain copies of the valid Certificates of Reported Compliance, as described in Off Road Regulation section 2449(n), for the fleet selected for the contract and their listed subcontractors, if applicable. All Certificates of Reported Compliance must be submitted to the County in the sealed envelope with the Contractor's bid or prior to award.

The County will keep a copy of the Certificates in its records for a period of three years.

Additional Prime Contractor Obligations [*Section 2449(j)*]

Beginning January 1, 2024, prime contractors are also subject to the requirements described in section 2449(j)(1) -- (2) below, in addition to the contracting requirements in section 2449(i).

(1) Between March 1 and June 1 of each year, a prime contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in section 2449(n), from all fleets that have an ongoing contract with the prime contractor as of March 1 of that year. Prime contractors must not write contracts to evade this requirement.

(2) Prime contractors shall only allow fleets with valid Certificates of Reported Compliance on the prime contractor's job sites.

(3) If the prime contractor discovers that any fleet intending to operate vehicles subject to this regulation for the prime contractor does not have a valid Certificate of Reported Compliance, as defined in section 2449(n), or if the prime contractor observes any noncompliant vehicles subject to the regulation on the prime contractor's job site, then the prime contractor must report the following information to CARB at https://calepacomplaints.secure.force.com/complaints/Complaint, or email dieselcomplaints@arb.ca.gov, for each fleet without a valid Certificate of Reported Compliance or each noncompliant vehicle, as applicable, within five business days of such discovery:

(A) The date on which the prime contractor discovered the fleet's lack of a valid Certificate of Reported Compliance or observed the noncompliant vehicle;

(B) The fleet's Responsible Party name;

(C) The fleet's business address;

(D) The fleet's business email, if known;

(E) The fleet's business phone number, if known;

(F) The DOORS fleet ID number of the fleet, if known;

(G) The location of the job site on which the fleet or the noncompliant vehicle is operating or had operated, if applicable; and

(H) A statement specifying whether the fleet or vehicle is continuing to operate at the job site, if applicable.

(4) Upon request by CARB, the prime contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for the prime contractor.

(5) The prime contractor shall prominently display signage for any project where vehicles subject to this regulation will operate for 8 calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. An exemption to this posting requirement is permitted if the operational time of a project is 7 calendar days or less. The signage must include the following language, verbatim:
(A) “Who does the In-Use Off-Road Regulation Apply to?

The In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) applies to all self-propelled off-road diesel vehicles 25 horsepower or greater and most two-engine vehicles (except on-road two-engine sweepers) owned or operated in California. This includes vehicles that are rented or leased (rental or leased fleets).”

(B) “In-Use Off-Road Regulation Requirements

Idling Limit: Vehicles cannot idle longer than five minutes. There are exceptions for vehicles that need to idle to perform work.

Labeling: Vehicles must be labeled with a CARB assigned equipment identification number (EIN). The EIN shall be white on a red background, unless the vehicle is part of a captive attainment area fleet, in which case the EIN shall be white on a green background.

The EIN shall be located in clear view on both sides of the outside of the vehicle.”

(C) “How to Report Observed Noncompliance

If you have information regarding possible violations of the In-use Off-road Diesel Regulation, fill out a complaint form at https://calepacomplaints.secure.force.com/complaints/Complaint, or email dieselcomplaints@arb.ca.gov the following information:

1. The name of the party that is responsible for the vehicle that was observed to be noncompliant;

2. The Business’s name;

3. The job site location (including address, city, and Zip, or coordinates);

4. The following information for the vehicle you observed to be noncompliant:
    a. EIN, if observed;

    b. A description of the vehicle type if the EIN is unknown; and

    c. Photos of the vehicle, where possible; and

5. A description of the noncompliance you observed.”

(D) “For more information on the Off-Road Regulation, including Fact Sheets, Frequently Asked Questions (FAQs), and DOORS User Guides, please visit the Off-Road Zone at http://arb.ca.gov/offroadzone.”

-See attached signage approved by CARB-

CALIFORNIA
AIR RESOURCES BOARD

In-Use Off-Road Diesel-Fueled Fleets Regulation

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   a. EIN, if observed;
   b. A description of the vehicle type if the EIN is unknown; and
   c. Photos of the vehicle, where possible; and
5. A description of the noncompliance you observed.

For more information on the Off-Road Regulation, including Fact Sheets, Frequently Asked Questions (FAQs), and DOORS User Guides, please visit the Off-Road Zone at *arb.ca.gov/offroadzone*.

PART I

PUBLIC WORKS OF IMPROVEMENT CONTRACT

This public works of improvement contract is made and entered into this day of _____, between Stanislaus County hereinafter referred to as "County" and _____, hereinafter referred to as "Contractor";

RECITALS

A. County did cause to be noticed for the time and in the manner required by law a Notice inviting sealed bids for the performance of said work; and,

B. Contractor, in response to such Notice, submitted to the County within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid, and the other bids submitted in response to said Notice, were publicly opened in the manner provided by law; and,

C. Contractor was the lowest responsible bidder for the performance of said work, and County intends to award a contract to Contractor for the performance of the work described herein.

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

1. Contract Documents.

a. This contract includes the following contract documents ("Contract Documents"):

PART I:	**PART II:**	**PART III:**
-Public Works of Improvement Contract -General and Special Conditions -Payment Bond -Performance Bond	**Exhibit A:** Scope of Work **Exhibit B:** Insurance Requirements **Exhibit C:** Fee Schedule	Subcontractor List Contractor Certifications

b. The Contract Documents also include insurance, bonds, notice to proceed, addenda issued, Change Orders, amendments, permits, and any other documents described as such within these Contract Documents.

c. The Contract Documents represent the entire and integrated agreement between the parties hereto and supersede prior negotiations, representations or agreements, either written or oral.

2. Compliance with Laws; Licenses and Permits; Digital Accessibility Standards.

2.1. Contractor shall comply with all applicable laws and regulations. Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits shall be procured and maintained in force by Contractor at no expense to the County.

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2.2. Contractor acknowledges and agrees that all public facing digital content, tools, and platforms provided, developed, or posted by Contractor on behalf of the County under this Agreement must be fully accessible to individuals with disabilities. In accordance with Title II of the Americans with Disabilities Act (ADA) and 28 CFR Part 35, Subpart H, Contractor represents and warrants that all project deliverables—including but not limited to websites, digital documents, software, and public-facing platforms—shall strictly comply with the Web Content Accessibility Guidelines (WCAG) Version 2.1, Level AA. Because this content is considered government information, Contractor shall ensure all materials are fully compliant to guarantee equal access for all users. Contractor's failure to meet these federal and state accessibility requirements, or to maintain compliance throughout the term of this Agreement, shall constitute a material breach. Any digital content or similar digital asset shall be considered public facing when it is made available to the public, customers, prospects, or external users who are not part of the county as employees or authorized representatives, in any manner or for any purpose.

3. Scope of Work.

Contractor will furnish labor, tools, equipment and materials for the Stanislaus County On Call Plumbing Services described in the Contract Documents. Contractor's bid is the basis for this Contract. The bid included all labor, tools, equipment and materials needed for the Project to be completed in conformance with the plans, specifications, and addenda (if any) that were issued prior to the date of the bid. Contractor's bid, the plans, specifications and addenda (if any) are all hereby incorporated by this reference and made a part of this Contract.

4. Contract Time.

The term of this Contract shall be from *Month Day, Year* through *Month Day*, Year, unless otherwise terminated as provided in the Contract. The County reserves the right to extend such Contract on a year-to-year basis; however, in no case shall the renewal extend beyond two (2) years from the expiration date of the original Contract. An extension of the term of the Contract will be made through an amendment to the Contract.

5. Terms and Conditions.

a. The terms and conditions set forth in the General and Special Conditions are hereby incorporated by reference. Said terms and conditions are a part of this Contract, and Contractor and County agree to comply with and fulfill all obligations, promises, covenants and conditions imposed upon each of them as set forth therein. All of said work done under this Contract shall be performed to the satisfaction of the Board of Supervisors of County, or its representative, who shall have the right to reject any and all materials and supplies furnished by Contractor which do not strictly comply with said plans and specifications, together with the right to require Contractor to replace any and all work furnished by Contractor which shall not either in workmanship or material be in strict accordance with said plans and specifications.

b. Upon the condition Contractor faithfully performs its obligations herein, County agrees to make payment to Contractor (subject to the terms and conditions of the Contract Documents) the sum NOT TO EXCEED: _____($_____) including without limitation, the cost of any labor, tools, equipment, materials, subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under the Contract.

c. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

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d. The terms of payment are Net 30 days after approval of pay requests.

e. Contractor shall submit a detailed invoice for work actually completed, and a certification that the work is complete.

f. All invoices shall have appropriate back up documents (i.e. copies of receipts, if applicable) attached to the invoices and be in accordance with Contractor's Fee Schedule attached to the Contract.

g. Invoices shall be mailed or delivered to the County department indicated below. The remit address is:

Stanislaus County
GSA Purchasing Division
1010 10th Street, Suite 5400
Modesto, CA 95354

6. Piggyback.

For bids involving unit prices or hourly rates, the County reserves the right to allow other public agencies or other County departments to contract with Contractor on the same terms, conditions, prices and hourly rates contained in this contract. A separate contract or purchase order will be issued for work for other agencies or departments.

7. Insurance.

a. Within ten (10) days of County's delivery of the Notice of Intent to Award the Contract to Contractor, Contractor shall furnish a Certificate of Insurance substantiating the fact that Contractor has taken out the insurance set forth in **Part II**, Exhibit B.

b. If Contractor utilizes one or more subcontractors in the performance of this Contract, Contractor shall require that each subcontractor carry insurance equivalent to that required of Contractor and may be required to provide evidence of insurance coverage from each subcontractor if requested by the County's Representative.

8. Indemnification.

Contractor shall indemnify, defend with counsel acceptable to the County and hold harmless to the full extent permitted by law, County, its Board of Supervisors, directors, officers, employees, agents, inspectors, construction managers, project managers, consultants, subconsultants, their employees, and the County's Representative, and each of them, (collectively "the Indemnified Parties"), from and against any and all liability, loss, damage, claims, liens, stop notices, expenses and costs which arise out of or are connected in any way with the work performed, materials furnished, or services provided under this Contract, or from any violation of any federal, state, or local law or ordinance, by Contractor or Contractor's officers, agents, employees, volunteers or subcontractors or a breach of this Contract by Contractor. Contractor shall not be obligated to indemnify or defend the Indemnified Parties to the extent a claim arises from the active negligence of the County. To the extent California Civil Code sections 2782, et seq., limits the defense or indemnity obligations of Contractor to the County, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by Contractor under the law. This clause shall survive termination of this Contract.

9. Labor Code Compliance and Prevailing Wages.

a. **Registration.** In accordance with California Labor Code Section 1725.5, Contractors and Subcontractors (as defined by California Labor Code Section 1722.1, including Contractor, when

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applicable) bidding on or engaging in the performance of any Public Works contracts in California shall be registered with the Department of Industrial Relations. Labor Code Section 1725.5(f) states: "This section does not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work." Although the unregistered contractor or subcontractor under Labor Code Section 1725.5(f) is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner, such unregistered contractor shall retain the records specified in Section 1776 for at least three years after completion of the work. (Labor Code Section 1771.4).

b. **Working Hours** (Labor Code Section 1810-1815):

i. Eight hours labor constitutes a legal day's work in all cases where the same is performed under the authority of any law of this State, or under the direction, or control, or by the authority of any officer of this State acting in his official capacity, or under the direction, or control or by the authority of any municipal corporation, or of any officer thereof. (Labor Code Section 1810).

ii. The time of service of any worker employed upon public work is limited and restricted to eight hours during any one calendar day, and 40 hours during any one calendar week, except as provided for under Labor Code Section 1815. (Labor Code Section 1811).

iii. Every contractor and subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the awarding body and to the Division of Labor Standards Enforcement. (Labor Code Section 1812).

iv. Contractor or subcontractor shall, as a penalty to the County, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement. (Labor Code Section 1813).

v. Notwithstanding the provisions of Labor Code Sections 1810 to 1814, inclusive, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay. (Labor Code Section 1815).

c. **Workers Compensation** (Labor Code Section 1860-1861):

i. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his or her employees. (Labor Code Section 1860).

ii. By submission of a bid, Contractor hereby certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." (Labor Code Section 1861).

d. **Debarred Contractors and Subcontractors.** In accordance with the provisions of the California Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1

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or Section 1777.17 of the California Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by a contractor on the Project shall be returned to the Agency. Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

e. Prevailing Wages.

i. This Project is subject to applicable prevailing wage requirements, including prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations.

ii. "Public works" Includes Preconstruction, Construction, Post-Construction Work. Under Labor Code 1720(a), "public works" includes all of the following: Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds. For purposes of this paragraph, "construction" includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including, but not limited to, all cleanup work at the jobsite. For purposes of this paragraph, "installation" includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems.

iii. This Project is subject to the requirements of Labor Code Section 1720 et seq., the terms of which are incorporated herein by this reference.

iv. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the Director of the State of California Department of Industrial Relations, are on file at http://www.dir.ca.gov/dlse/dlsePublicWorks.html or in the offices of the County and are deemed included in the Bidding Documents. Upon request, County will make available copies to any interested party. The successful Bidder shall post the applicable prevailing wage rates at the Site.

v. Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and County to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.

vi. Contractor shall forfeit, as a penalty to the County, Two Hundred Dollars ($200) for each worker employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such worker is paid less than the said stipulated rates for any work done under the Contract Documents by him or her or by any subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this paragraph and the terms of the Labor Code shall be withheld and retained from payments due to Contractor under the Contract Documents, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by County. The Labor Commissioner pursuant to Labor Code Section 1775 shall determine the final amount of forfeiture.

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vii. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of work or labor on work provided for in the Contract, provision that subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code.

viii. Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Section 1813. Failure to so comply, including without limitation Labor Code Section 1776, shall constitute a default under this Contract.

ix. Contractor and all subcontractors shall keep accurate payroll records in accordance with Labor Code Section 1776. If directed by the Labor Commissioner, County will withhold Contract payments when payroll records are delinquent or inadequate.

x. Contractor shall post all jobsite notices if and when prescribed by regulation.

xi. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor as required by Labor Code Section 1776.

xii. Contractor shall inform County of the location of records enumerated above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

xiii. Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(1) At least monthly or more frequently if specified in the contract with the awarding body. For purposes of this clause, “monthly” means that a submission of records shall be made at least once every 30 days while work is being performed on the project and within 30 days after the final day of work performed on the project.

(2) In an electronic format, in the manner prescribed by the Labor Commissioner, on the department’s internet website.

xiv. A contractor or subcontractor who fails to furnish records relating to its employees, shall be subject to a penalty by the Labor Commissioner of one hundred dollars ($100) per each day in which that party was in violation of subparagraph (A), not to exceed a total penalty of five thousand dollars ($5,000) per project. Penalties received pursuant to this paragraph shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

xv. If Contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5 (work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work), the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

xvi. Contractor or subcontractor has 10 Days in which to comply subsequent to receipt of a written notice requesting the records enumerated in Labor Code Section 1776(a). In the event that Contractor or subcontractor fails to comply with the ten-Day period, he or she shall, as a penalty to the

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County on whose behalf the contract is made or awarded, forfeit $100 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment pursuant to this paragraph due to the failure of a subcontractor to comply with this paragraph.

xvii. Contractor shall notify County in writing in the event of any change, addition or substitution of a subcontractor.

xviii. Contractor will be fully responsible for reporting to and providing all documentation and other information required by the Department of Industrial Relations, and for paying all resulting penalties, fines, and other amounts due on account of any prevailing wage or other labor, wage or hour violation.

10. Apprentices on Public Works Projects.

a. Contractor and Contractor's subcontractor(s) shall be responsible for compliance with the provisions of law relating to employment of apprentices, including Labor Code Sections 1777.5, 1777.6, and 1777.7. Pursuant to Labor Code Section 1777.7, violations of Labor Code Section 1777.5 may result in forfeiture not to exceed One Hundred Dollars ($100) for each full calendar day of non-compliance. Information regarding apprenticeship standards, wage schedules, and other requirements may be obtained from the DIR or from the Division of Apprenticeship Standards of the DIR.

b. The requirements of Labor Code §1777.5 do not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars ($30,000).

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

d. The statement of prevailing wages appearing in the General Prevailing Wage Rates, as established by the California Department of Industrial Relations, is hereby specifically referred to and by this reference is made a part of this contract.

e. This Project is subject to the requirements of Section 1770 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractor and its subcontractors who perform work under this Contract are required to comply with these requirements. Prevailing wage information for this Project is available at the Agency's main office or may be obtained via the internet at: www.dir.ca.gov.

11. Equal Employment Opportunity.

During the performance of this Contract, Contractor agrees as follows:

a. During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition (cancer related), marital status, pregnancy, age (over 18), sex, sexual orientation, veteran's status or any other non-merit factor unrelated to job duties. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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b. Contractor shall, in all solicitations or advertisements for employees by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties.

c. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.

12. Guarantee.

Should any failure of the work occur within a period of two (2) years after completion of the work or within any designated warranty period, which can be attributed to faulty materials, poor workmanship, or defective equipment, Contractor shall promptly make the needed repairs at Contractor's expense. The County is hereby authorized to make such repairs if Contractor fails to make or undertake with due diligence the aforesaid repairs within ten (10) days after Contractor is given written notice of such failure and without notice to the surety provided, however, that in case of emergency where, in the opinion of the County, delay would cause serious loss or damage, or a serious hazard to the public, the repairs may be made or lights, signs, and barricades erected, without prior notice to Contractor or surety, and Contractor shall pay the entire costs thereof.

13. Debarment.

Contractor represents and warrants, to the best of its knowledge and belief, that neither Contractor nor any of its Principals ("Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving a contract from any federal, state or local government or agency, nor has it been declared ineligible for the award of contracts by any federal, state, or local government or agency, nor does it appear on any federal, state or local government's Excluded Parties List System. Contractor shall provide immediate written notice to the County if, at any time Contractor learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this Contract. If it is later determined that Contractor knowingly made a false representation, in addition to other remedies available to the County, County may terminate this Contract.

14. Debarred Contractors and Subcontractors**.**

In accordance with the provisions of the California Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.17 of the California Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by a contractor on the Project shall be returned to the Agency. Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

15. Certification Re: Economic Sanctions Pursuant to California State Executive Order N-6-22.

a. Contractor shall review their investments and contracts to ensure its compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions

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to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have its principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and by directly providing support to the government and people of Ukraine.

b. County shall terminate any contract with any individual or entity that is in violation of Executive Order N-6-22 or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

c. For contracts valued at $5 million or more, Contractor shall provide a written report to the County regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect.

16. Counterparts; Electronic Signature.

This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Each party agrees that this Contract and any other documents to be delivered in connection herewith may be digitally or electronically signed, and that any digital or electronic signatures (including PDF or facsimile) appearing on this Contract or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

17. General and Special Conditions.

Contactor shall comply with the General and Special Conditions attached hereto and incorporated herein by this reference.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, County and Contractor have caused this Contract (Public Works of Improvement) to be signed as of the day and year first above written.

"County"	"Contractor"
COUNTY OF STANISLAUS	**CONTRACTOR NAME**
By: _____	By: _____
Andrew Johnson	Name
GSA Director / Purchasing Agent	Title

APPROVED AS TO FORM
Thomas E. Boze, County Counsel

By: _____
Thomas E. Boze
County Counsel

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EXHIBITS
TO
CONTRACT
SCOPE OF WORK AND SPECIFICATIONS

FOR

BID# 26-35-PL

ON-CALLING PLUMING SERVICES

The following language and documents are included as Exhibits to this Contract:

- **EXHIBIT A: SCOPE OF WORK,** including any **ADDENDA** thereto
- **EXHIBIT B: INSURANCE REQUIREMENTS**
- **EXHIBIT C: CONTRACTOR'S BID PRICING/FEE SCHEDULE**

[TO BE ATTACHED]

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GENERAL CONDITIONS

1. Definitions**.**

a. The term "Change Order" means a written agreement in the form included in these Contract Documents, signed by the County and Contractor, modifying the Contract.

b. The term "Contract" means and includes the Public Works of Improvement Contract and the Contract Documents.

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

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

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

f. The term “day” means a calendar day unless otherwise specifically noted.

g. The term “Indemnified Parties” means the County and its Board of Supervisors, directors, officers, employees, agents, inspectors, construction managers, project managers, consultants, subconsultants, their employees, and the County’s Representative.

h. The term "County" means Stanislaus County.

i. The term "County’s Representative" means the Director of GSA/Purchasing Agent or designee. Upon Contractor's receipt of notice from the County of such replacement, Contractor shall recognize such person or firm as County’s Representative for all purposes under the Contract Documents.

j. The term "Project" means the total of the work and obligations agreed to be performed by Contractor under the Contract Documents (sometimes referred to as “Work”), including but not limited to labor, equipment, materials, supplies, and taxes.

2. Responsibility of Contractor.

a. Contractor shall do all of the work and furnish all labor, materials, tools, equipment, appliances, bonds and insurance except as otherwise herein expressly stipulated, necessary, or proper for performing and completing the work herein required, including any Change Order work, disputed work or extra work directed by the County or County’s Representative, within the time specified.

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

3. Examination of Contract Documents and Site of Work.

Each bidder shall examine carefully the site of the work and the Contract Documents, and shall satisfy itself as to the character, quality, and quantity of the surface and subsurface materials or obstacles to be encountered. The submission of a bid shall be conclusive evidence that Contractor has satisfied itself through Contractor's own investigation as to the conditions to be encountered; the character, quality, and scope of work to be performed; the materials and equipment to be furnished; and all requirements of the Contract Documents.

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4. Pre-Construction Conference.

Prior to the start of work, a conference may be called by the County's Representative for the purpose of reviewing the construction program with Contractor. At this conference, the sequence of work, methods of access to the construction site and temporary facilities shall be reviewed by Contractor and County.

5. Intent of Plans and Specifications or Scope of Work.

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

6. Clarification of Contract Documents.

Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in the Contract Documents, or in the event of any doubt or question arising respecting the true meaning of the Contract Documents, Contractor shall apply to the County's Representative for such further explanations as may be necessary.

7. Supplemental Drawings and Instructions.

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

8. Beginning of Work.

a. Contractor shall not commence work until Contractor has strictly complied with all requirements of these Contract Documents, including but not limited to, furnishing all required documentation and certificates of insurance.

b. When Contractor has started work on the Project, Contractor shall diligently prosecute the work to completion within the time limit provided in the approved schedule of work.

9. Schedule of Values, Cost Breakdown and Payments.

a. Upon the request of the County, prior to the first application for payment, Contractor shall submit to the County a cost breakdown of the Contract Sum. Contractor's cost breakdown shall utilize a "Schedule of Values" format approved by County. All progress payments shall be submitted using this percent complete form. The cost breakdown shall itemize, as separate line items, the cost of each work activity and all other costs, including warranties, record documents, insurance, bonds, overhead expenses, and the total allowance for profit, the total of which shall equal the Contract Sum. The cost breakdown shall include a separate line-item cost for each activity listed on Contractor's initial (as-planned) schedule. The cost breakdown, when accepted by the County, shall become the basis for determining the cost of work performed for Contractor's applications for payment.

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b. On a monthly basis, Contractor shall submit to the County's Representative an itemized application for payment for the cost of the work in permanent place, as approved by the County's Representative, which has been completed in accordance with the Contract Documents. The application for payment shall be prepared in a form acceptable to the County and County's Representative and shall contain itemized amounts in accordance with the cost breakdown. The applications for payment shall not include requests for payment on account of changes which have not been completed or authorized by Change Orders, or for amounts Contractor does not intend to pay a subcontractor because of a dispute or other reason. By submission of an application for payment, Contractor represents to the County that all work for which Contractor is seeking compensation, has been performed in strict compliance with these Contract Documents. Upon request by the County, Contractor shall provide certified payroll documents, lien releases in the statutory forms, and updated schedule if necessary prior to making payment.

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

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

    i. Defective work not remedied;
    ii. Third-party claims against Contractor or the County arising from the acts or omissions of Contractor or subcontractors;
    iii. Stop notices;
    iv. Failure of Contractor to make timely payments due to subcontractors for material or labor;
    v. A reasonable doubt that the work can be completed for the balance of the Contract Sum then unpaid;
    vi. Damage to the County or others for which Contractor is responsible;
    vii. Reasonable evidence that the work cannot be completed within the Contract Time, and the unpaid balance of the Contract Sum would not be adequate to complete the work and cover the County's damages for the anticipated delay;
    viii. Failure of Contractor to maintain, update, and submit record documents;
    ix. Failure of Contractor to submit schedules or their updates as required by the Contract Documents;
    x. Performance of the work by Contractor without properly processed shop drawings;
    xi. Liquidated damages assessed;
    xii. Any other failure of Contractor to perform its obligations under the Contract Documents.

e. Within thirty (30) days of receipt of an approved payment application, the County agrees to pay Contractor, subject to all of the terms and conditions of these Contract Documents, an amount equal to ninety five percent (95%) of the sum of the following (less any amounts withheld as permitted by the Contract Documents):

    i. Cost of the work in permanent place as of the end of the preceding month as set forth and approved on the certificate for payment;
    ii. Less amounts previously paid;
    iii. Less amounts withheld by County as allowed in the Contract Documents.

f. Within sixty (60) after completion, the County agrees to pay the remaining contract balance, subject to offsets and withholdings under the Contract Documents.

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10. Responsibility for Accuracy.

Contractor shall obtain all necessary measurements for and from the work, and shall check dimensions, elevations, and grades for all layout and construction work and shall supervise such work, the accuracy for all of which Contractor shall be responsible. Each subcontractor shall adjust, correct, and coordinate Contractor's work with the work of others so that no discrepancies will result in the whole work. Contractor shall be responsible for verifying that all information and data contained and set forth in all of Contractor's submittals that may be required by the Contract Documents, comply in all respects with the Contract Documents.

11. Effect of Inspection or Use.

Neither the inspection by an inspector, County, County's Representative, Construction Manager, architect, engineer, or anyone acting in their behalf ("County Parties"), nor any measurement, approved modification, submittal, shop drawing, order, or certificate, nor acceptance of any part or whole of the work, or payment of money, nor any possession or use by the County or its agents, shall operate as a waiver of any provisions of the Contract or of any power or authority reserved therein, or of any right to damages thereunder; nor shall the waiver of any breach of this Contract be held to be a waiver of any subsequent or other breach.

12. Inspection.

a. All work performed, and all materials and equipment furnished under the Contract Documents shall be subject to the inspection and approval of the County Parties. They shall at all times have access to the work during its construction and shall be furnished with every reasonable facility and assistance for ascertaining that the materials and workmanship are in accordance with the requirements and intent of the Contract Documents.

b. Any work constructed or performed without inspection as provided above, except with the specific written consent or approval of the County's Representative or constructed or performed contrary to the instructions or orders of the County's Representative, or his or her authorized representative, must, if requested by the County's Representative, be uncovered for examination and properly restored at Contractor's expense.

c. The inspection of the work by the County Parties does not relieve Contractor of any of Contractor's obligation to fulfill the Contract as prescribed.

d. Any work, materials, or equipment not meeting the requirements and intent of the Contract Documents shall be rejected, and unsuitable work or materials shall be made good, notwithstanding the fact that such work or materials may have previously been inspected or approved and payment therefor may have been made.

e. Re-examination of any work may be ordered by the County's Representative, and such work must be uncovered by Contractor. Contractor shall pay the entire cost of such uncovering, re-examination, and replacement if the work does not conform to the Contract Documents.

f. Contractor shall, upon request and without delay, remove from the site of the Work, all debris, trash, excess construction materials, and rejected or condemned materials of any kind brought to, or incorporated in, the work.

13. Use of Completed Portions.

The County shall have the right at any time during the progress of this work to take over and place in service any completed or partially completed portion of the work, notwithstanding the time for completion of the entire work or such portions which may not have expired; but such taking possession thereof shall

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not be deemed an acceptance of any of the work, nor work on those portions not completed in accordance with the Contract Documents.

14. Means and Methods**.**

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

15. Contract Time and Delays.

a. Contractor agrees to complete all of its work required in the Contract Documents, or any subsequent revisions or modifications thereto, within the time specified in the Bid Proposal, subject to Change Orders increasing or decreasing the time specified.

b. It is agreed by the parties to this Contract that time is of the essence to the performance of this Contract by Contractor, and that in case all work called for under the Contract is not completed in all respects and requirements within the time called for in the Contract Documents, plus any agreed upon extensions of time, damage will be sustained by the County.

c. The granting of an extension of time for the completion of the work on account of delays which, in the judgment of the County, are unavoidable delays, or granted for the performance of extra or additional work, shall in no way operate as a waiver on the part of the County of any of its rights under this Contract.

16. Cost and Pricing.
All cost and pricing data submitted by Contractor to the County with respect to any work, change, prospective or completed, or any claim for extra compensation shall be a true, complete, accurate, and current representation of actual cost and pricing of the work. The cost of tools shall be without markup. The County's Representative or his or her authorized representative may require a formal certification as to cost and pricing data submitted by Contractor. Certification shall be in the form acceptable to the County.

17. Proceed with Work.

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

18. Access to Records.

The County Parties shall have access, upon reasonable notice, during normal business hours, to Contractor and subcontractors' books, documents and accounting records, including but not limited to, bid worksheets, bids, subcontractor bids and bids, estimates, cost accounting data, accounting records, payroll records, time sheets, cancelled checks, profit and loss statements, balance sheets, project correspondence including but not limited to all correspondence between Contractor and its sureties and subcontractors/vendors, project files, scheduling information, and other records of Contractor and all subcontractors directly or indirectly pertinent to the work, original as well as change and claimed extra work, to verify and evaluate the accuracy of cost and pricing data submitted with any Change Order, prospective or completed, or any Claim for which additional compensation has been requested or notice of potential Claim has been tendered. Such access shall include the right to examine and audit such records, and make excerpts, transcriptions, and photocopies at County's cost.

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19. Temporary Suspension of Work.

The County shall have the authority to suspend the work wholly or in part for such period as it may deem necessary, due to unsuitable weather, lack of adherence to safety regulations, or to any other conditions it considers unfavorable for the suitable prosecution of the work, or for such time as it may deem necessary, due to the failure on the part of Contractor to carry out orders given or to perform any provisions of the Contract, or for any other reason. Contractor shall immediately comply with such written order of the County to suspend the work wholly or in part.

20. Termination.

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

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

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

d. The County reserves the right to terminate the work for its convenience upon written notice to Contractor. In such event, Contractor shall be paid its reasonable costs for that portion of the work performed to the date of termination, reasonable costs associated with demobilization, plus ten percent (10%) of all such costs for overhead and profit.

21. Final Inspection, Field Acceptance, and Acceptance.

Contractor shall notify the County's Representative in writing of the completion of the work, and the County's Representative may inspect the work. Contractor will be notified in writing of any defects or deficiencies to be remedied prior to final acceptance. Within ten (10) calendar days of such notification, Contractor shall proceed to correct such defects or deficiencies. Final acceptance by the County shall cause the commencement of guarantee periods.

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22. Cleaning Up.

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

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

23. Assignment.

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

24. Compliance with Laws and Regulations.

Contractor shall keep itself fully informed of, and shall observe and comply with, and shall cause any and all persons, firms, or corporations employed by Contractor or under him, to observe and comply with all applicable laws, codes, regulations, orders, and decrees which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work. Particular attention is called to the following the Labor Code and Prevailing Wage requirements set forth in the Contract between County and Contractor.

25. Safety Requirements.

a. All General or Prime Contractors will be responsible for their employees and subcontractors. It will be up to them to enforce all safety regulations set forth by the County and Cal-OSHA. This will include all safety ware and equipment necessary to provide a safe work environment for all workers and the public in and around the jobsite.

b. The use of safety wear and equipment, such as eye protection, ear protection, and other required safety equipment will be strictly enforced.

c. Work areas will be marked off and safe paths provided for County employees and the general public.

d. Noise and dust will need to be contained and kept to a minimum when working in occupied areas and may require after hours work.

e. When work above the floor or ground is required, proper use of ladders and safety harness or railing will be enforced.

f. All welding, cutting or brazing will require a fire-watch with a fire extinguisher.

g. All Contractors are responsible for their equipment and must ensure that it is safe and in good working order. All electrical equipment to be used on site will be checked by the Project Manager.

h. All Contractors are required to clean up their work area daily. Materials not used will be stored neatly or removed from the site.

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i. Material Safety Data Sheets for any materials used on the project are required per OSHA standards. No storage or disposal of hazardous materials on site is allowed.

j. For any work site/facility that is equipped with a security system, or that has doors that must remain locked, the entering of this site/facility or shutdown of the security system will need to be authorized by the Project Manager and/or the Building Maintenance Superintendent.

k. The Project Manager will explain all policies and procedures regarding emergency alarms and exits and will also give a tour of the fire exits.

l. Work attire will be neat and clean and will meet OSHA requirements.

m. A visitor identification badge will be worn at all times if within County's facilities if required by County.

n. The County has all non-smoking facilities. Smoking is permitted only in designated areas outside of work site.

26. Reporting Requirements.

a. Failure to deliver to the County specific information, records, reports, certifications, or any other documents required for compliance with these Contract Documents shall be considered noncompliance. If found by the County to be in noncompliance, Contractor shall correct specific deficiencies and make immediate corrections. Monetary deductions may be made for failure to effect corrections or delinquencies.

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

27. Protection of Workers.

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

b. In the event this Contract requires the excavation of any trench or trenches in excess of five feet in depth, Contractor shall prepare a detailed design plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trenches pursuant to applicable laws and regulations.

c. When requested by County or required by safety regulations, Contractor shall submit a proposed safety program which outlines the precautions to be taken by contractor to ensure the safety of County employees and the public.

28. Protection of Materials and Equipment.

Contractor shall protect the work, materials, and equipment from damage due to the nature of the work, the action of the elements, trespassers, or other causes. Contractor shall properly store materials and

equipment, and erect such temporary structures as are required to protect them from damage, including, but not limited to, construction fencing.

29. Sanitary Provisions.

The necessary sanitary conveniences for the use of the workers on the project, properly obscured from public observance, shall be provided and maintained by Contractor.

30. Existing Utilities.

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

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

c. In accordance with Section 4215 of the Government Code of the State of California, the County shall make provisions to compensate Contractor for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating such main and trunk line utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. In the event Contractor discovers utilities not identified in the Contract Documents, Contractor shall immediately notify the County's Representative and the utility County by the most expeditious means available and later confirm in writing.

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

31. Cooperation.

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

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

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

32. Air Pollution Control.

Contractor shall comply with all air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules,

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regulations, ordinances, and statutes specified State of Federal law, and the San Joaquin Valley Air Pollution Control District. Unless otherwise provided in the Contract Documents, material to be disposed of shall not be burned.

33. Water Pollution.

Contractor shall comply with all rules, regulations, ordinances, and statues (including County Code Section 14.14) which apply to water pollution, including but not limited to, erosion control. When required by law, Contractor must prepare a Storm Water Pollution Prevention (SWPP) Plan prior to beginning Work. The SWPP must include, as a minimum, the method for protecting all storm drains and waterways adjacent to the demolition area and/or other Work areas.

34. Sound Control Requirements.

Contractor shall comply with all sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the Contract. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

35. Protection Against Patent Claims.

Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

36. Weekend, Holiday, And Night Work.
No work shall be done between the hours of 5:00 PM and 8:00AM, or on Saturdays, Sundays or legal holidays, except with written permission of the County's Representative. Requests to work between these hours, or on Saturdays, Sundays or legal holidays, must be submitted in writing at least two working days in advance of the intended work. In case of an emergency, Contractor will be allowed to work at night or on Saturdays, Sundays or legal holidays but must notify the County's Representative immediately. An emergency shall be considered an unforeseen event that poses a danger to the public or to the uncompleted work. It is understood, however, that two or three shift operations may be established as a regular procedure by Contractor if Contractor first obtains written permission from the County and County's Representative. Such permission may be revoked by the County or County's Representative at any time, without cause, or if Contractor fails to maintain adequate force and equipment for reasonable prosecution and to justify inspection of the work or fails to provide sufficient artificial light to permit the work to be carried on properly and safely and to permit proper inspection.

37. Overloading.

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

38. Liability of Officials.

Neither the County, the County's Representative, nor any officers, employees, agents, or representatives of the County, nor any of them, shall be responsible for any liability arising under this Contract, except with respect to such obligations as are expressly set forth herein.

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39. Contractor Not an Agent of County.

The right of general supervision shall not make Contractor an agent of the County, and the liability of Contractor for all damages to persons or to public or private property arising from the performance of the work shall not be lessened because of such general supervision.

40. Assignment of Antitrust Actions.

Pursuant to Section 4552 of the Government Code of the State of California, contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15), or under Cartwright Act (Chapter 2, commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract.

41. Property Rights in Materials.

Nothing in this Contract shall be construed as vesting in Contractor any right of property in the materials used, after they have been installed, attached, or affixed to the work, but all such materials shall be the property of the County and cannot be removed from the work without the consent of the County.

42. Contractor's Equipment.

Contractor shall provide adequate and suitable equipment and means of construction to meet all the requirements of the work, including completion within the time allotted. Only equipment suitable to produce the quality of work required will be permitted to operate on the project, and specific types of equipment may be requested on component parts of the work. In any case where the use of a particular type or piece of equipment has been banned, or in cases where the County's Representative has condemned for use on the work, any piece or pieces of equipment, Contractor shall promptly remove such equipment from the site of the work. Failure to do so within a reasonable time may be considered a breach of contract.

43. Claims.

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

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

44. False Claims.

a. California Penal Code Section 72, provides that any person who presents for payment with intent to defraud any County, board or officer, any false or fraudulent claim, bill, account, voucher, or writing, is punishable by fines not exceeding ten thousand dollars ($10,000) and/or imprisonment in the state prison.

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b. Government Code sections 12650, et seq., pertains to civil penalties that may be recovered from persons (including corporations, etc.) for presenting a false claim for payment or approval, presents a false record or statement to get a false claim paid or approved, or other acts, to any officer or employee of any political subdivision of the State of California. Any person or corporation violating the provisions of Government Code sections 12650, et seq., shall be liable for three times the amount of the damages, plus a civil penalty, plus costs. All Claims by Contractor, shall include the following certification, properly completed and executed by Contractor or an officer of Contractor:

45. Public Contract Code Section 9204.

Public Contract Code section 9204 provides: PCC 9204

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

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

(c) For purposes of this section:

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

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

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

4. Payment of an amount that is disputed by the public entity.

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

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

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

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

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall

provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

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

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

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

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

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

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

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

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

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall

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not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

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

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

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

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

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

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

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

46. Resolution of Construction Claims

(Public Contract Code Section 20104 - 20104.6). This section applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency. (b) (1) “Public work” means “public works contract” as defined in Section 1101. “Claim” means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency. The provisions of Public Contract Code Section 20104 through Section 204104.6 are incorporated herein by this reference.

47. Government Claim.

Contractor shall present any claim prescribed by Government Code Section 910 within one year of the last breach of the contract (Government Code Section 911.2). This claim is in addition to all of the claim process required under this contract.

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48. Miscellaneous Provisions.

a. Contractor is subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the contract being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, §1090 and Public Contract Code, §10410 and §10411, for State conflict of interest requirements.

b. Contractor, its contractors and subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 et seq.) and have or will provide a drug-free workplace by taking the actions required under Government Code Section 8350.

c. Contractor affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Contractor affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

d. During the performance of this Contract, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Contract because of race, religious creed, color, national origin, ancestry, ethnic group identification, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable federal, state and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.); and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations. Contractor shall comply with 13 CCR Section 2449 regarding In-Use of Off-Road Diesel Fuel Fleets all related reporting requirements.

a. Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) and California accessibility laws in performing its obligations under this Contract. In particular, if Contractor is providing services, programs or activities to employees or members of the public as part of this Contract, Contractor shall not deny participation or the benefits of such services, programs, or activities, to people with disabilities on the basis of such disability.

b. All bids become public information after the opening of Bids, with the exception of those portions of a proposal that are identified at the time of the submittal by the Proposer as "Confidential" or "Proprietary" and which are reasonably deemed by the County as not being public documents that must be disclosed under applicable sections of the California Public Records Act and other appropriate statues and regulations.

c. For goods, equipment and/or services, the County reserves the right to extend the terms, conditions, and prices of this contract to other local agencies or other County departments who express an interest in piggybacking on this contract. Each of the piggyback institutions or departments will issue their own purchasing documents for the goods, equipment and/or services. Contractor agrees that County shall bear no responsibility or liability for any agreements between Contractor and the other Institution(s) who desire to exercise this option.

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d. This Contract shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor, and to the successors in interest of County, in the same manner as if such parties had been expressly named herein.

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

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

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

h. All headings, captions and titles are for convenience and reference only, and of no meaning in the interpretation or effect of this contract.

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

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SPECIAL CONDITIONS

1. Permits and Licenses.

The Contractor shall procure all other permits and licenses necessary for the normal conduct of its business and construction operations, and all costs associated therewith shall be paid by Contractor. The Contractor shall comply with the provisions of said statutes in obtaining such permits, licenses, and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work.

2. Special Testing or Inspections.

Contractor shall procure all other permits and licenses necessary for the normal conduct of its business and construction operations, and all costs associated therewith shall be paid by Contractor. Contractor shall comply with the provisions of said statutes in obtaining such permits, licenses, and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work.

3. Hours of Work.

Work on this project shall take place on between the hours of 7:00 A.M. and 5:00 P.M. unless otherwise approved by the County's Representative.

4. Guarantee.

a. Should any failure of the work occur within any designated warranty period, which can be attributed to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at Contractor's expense.

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

5. Temporary Structures.

Contractor shall assume responsibility for temporary structures used to implement construction such as shoring and scaffolding.

6. Safety Requirements.

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

b. The use of safety wear and equipment, such as eye protection, ear protection, and other required safety equipment will be strictly enforced.

c. Work areas will be marked off and safe paths provided for County employees and the general public.

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d. Noise and dust will need to be contained and kept to a minimum when working in occupied areas and may require after hours work.

e. When work above the floor or ground is required, proper use of ladders and safety harness or railing will be enforced.

f. All welding, cutting or brazing will require a fire-watch with a fire extinguisher.

g. All Contractors are responsible for their equipment and must ensure that it is safe and in good working order. All electrical equipment to be used on site will be checked by the Project Manager.

h. All Contractors are required to clean up their work area daily. Materials not used will be stored neatly or removed from the site.

i. Material Safety Data Sheets for any materials used on the project are required per OSHA standards. No storage or disposal of hazardous materials on site is allowed.

j. For any work site/facility that is equipped with a security system, or that has doors that must remain locked, the entering of this site/facility or shutdown of the security system will need to be authorized by the Project Manager and/or the Building Maintenance Superintendent.

k. The Project Manager will explain all policies and procedures regarding emergency alarms and exits and will also give a tour of the fire exits.

l. Work attire will be neat and clean and will meet OSHA requirements.

m. A visitor identification badge will be worn at all times if within County's facilities if required by County.

n. The County has all non-smoking facilities. Smoking is permitted only in designated areas outside of work site.

1. CCR § 2449. REQUIREMENTS FOR IN-USE OFF-ROAD DIESEL-FUELED FLEETS
Regulations Re: In Use Off-Road Diesel Fueled Fleets

Introduction
Amendments to the California Code of Regulations, Title 13, Chapter 9, Article 4.8 Section 2449, were approved by the California Air Resources Board (CARB) in 2022 (2022 amendments) to the In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation or regulation) incorporate new contracting requirements. CARB added the contracting requirements to establish a proactive check at the onset of a project or at contract renewal to encourage fleets to comply with the regulation. Contracting requirements also safeguard against the unfair monetary advantage of noncompliance and thus help level the playing field for all fleets.

Contractor and its subcontractors shall comply with all applicable CARB laws and regulations, including but not limited to Off-Road Regulations.

Contracting Requirements [*Section 2449(i)*]

For a project involving the use of vehicles subject to the Off-Road Regulations, the prime contractor must obtain copies of the valid Certificates of Reported Compliance, as described in Off Road Regulation section 2449(n), for the fleet selected for the contract and their listed subcontractors, if applicable. All Certificates of Reported Compliance must be submitted to the County in the sealed envelope with the Contractor's bid or prior to award.

The County will keep a copy of the Certificates in its records for a period of three years.

Additional Prime Contractor Obligations [*Section 2449(j)*]

Beginning January 1, 2024, prime contractors are also subject to the requirements described in section 2449(j)(1) -- (2) below, in addition to the contracting requirements in section 2449(i).
(1) Between March 1 and June 1 of each year, a prime contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in section 2449(n), from all fleets that have an ongoing contract with the prime contractor as of March 1 of that year. Prime contractors must not write contracts to evade this requirement.

(2) Prime contractors shall only allow fleets with valid Certificates of Reported Compliance on the prime contractor's job sites.

(3) If the prime contractor discovers that any fleet intending to operate vehicles subject to this regulation for the prime contractor does not have a valid Certificate of Reported Compliance, as defined in section 2449(n), or if the prime contractor observes any noncompliant vehicles subject to the regulation on the prime contractor's job site, then the prime contractor must report the following information to CARB at https://calepacomplaints.secure.force.com/complaints/Complaint, or email dieselcomplaints@arb.ca.gov, for each fleet without a valid Certificate of Reported Compliance or each noncompliant vehicle, as applicable, within five business days of such discovery:

(A) The date on which the prime contractor discovered the fleet's lack of a valid Certificate of Reported Compliance or observed the noncompliant vehicle;

(B) The fleet's Responsible Party name;

(C) The fleet's business address;

(D) The fleet's business email, if known;

(E) The fleet's business phone number, if known;

(F) The DOORS fleet ID number of the fleet, if known;

(G) The location of the job site on which the fleet or the noncompliant vehicle is operating or had operated, if applicable; and

(H) A statement specifying whether the fleet or vehicle is continuing to operate at the job site, if applicable.

(4) Upon request by CARB, the prime contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for the prime contractor.

(5) The prime contractor shall prominently display signage for any project where vehicles subject to this regulation will operate for 8 calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. An exemption to this posting requirement is permitted if the operational time of a project is 7 calendar days or less. The signage must include the following language, verbatim:

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(A) “Who does the In-Use Off-Road Regulation Apply to?

The In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) applies to all self-propelled off-road diesel vehicles 25 horsepower or greater and most two-engine vehicles (except on-road two-engine sweepers) owned or operated in California. This includes vehicles that are rented or leased (rental or leased fleets).”

(B) “In-Use Off-Road Regulation Requirements

Idling Limit: Vehicles cannot idle longer than five minutes. There are exceptions for vehicles that need to idle to perform work.

Labeling: Vehicles must be labeled with a CARB assigned equipment identification number (EIN). The EIN shall be white on a red background, unless the vehicle is part of a captive attainment area fleet, in which case the EIN shall be white on a green background.

The EIN shall be located in clear view on both sides of the outside of the vehicle.”

(C) “How to Report Observed Noncompliance
If you have information regarding possible violations of the In-use Off-road Diesel Regulation, fill out a complaint form at https://calepacomplaints.secure.force.com/complaints/Complaint, or email dieselcomplaints@arb.ca.gov the following information:

1. The name of the party that is responsible for the vehicle that was observed to be noncompliant;

2. The Business’s name;

3. The job site location (including address, city, and Zip, or coordinates);

4. The following information for the vehicle you observed to be noncompliant:

a. EIN, if observed;
b. A description of the vehicle type if the EIN is unknown; and

c. Photos of the vehicle, where possible; and

5. A description of the noncompliance you observed.”

(D) “For more information on the Off-Road Regulation, including Fact Sheets, Frequently Asked Questions (FAQs), and DOORS User Guides, please visit the Off-Road Zone at http://arb.ca.gov/offroadzone.”

-See attached signage approved by CARB-

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CALIFORNIA AIR RESOURCES BOARD

In-Use Off-Road Diesel-Fueled Fleets Regulation

Who does the In-Use Off-Road Regulation Apply to?

The In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) applies to all self-propelled off-road diesel vehicles 25 horsepower or greater and most two-engine vehicles (except on-road two-engine sweepers) owned or operated in California. This includes vehicles that are rented or leased (rental or leased fleets).

In-Use Off-Road Regulation Requirements

Idling Limit

Vehicles cannot idle longer than five minutes.
There are exceptions for vehicles that need to idle to perform work.

Labeling

Vehicles must be labeled with a CARB assigned equipment identification number (EIN). The EIN shall be white on a red background, unless the vehicle is part of a captive attainment area fleet, in which case the EIN shall be white on a green background. The EIN shall be located in clear view on both sides of the outside of the vehicle.

How to Report Observed Noncompliance

If you have information regarding possible violations of the In-use Off-road Diesel Regulation, fill out a complaint form at *calepacomplaints.secure.force.com/complaints/Complaint*, or email *dieselcomplaints@arb.ca.gov* the following information:

1. The name of the party that is responsible for the vehicle that was observed to be noncompliant;
2. The Business's name;
3. The job site location (including address, city, and Zip, or coordinates);
4. The following information for the vehicle you observed to be noncompliant:
   a. EIN, if observed;
   b. A description of the vehicle type if the EIN is unknown; and
   c. Photos of the vehicle, where possible; and
5. A description of the noncompliance you observed.

For more information on the Off-Road Regulation, including Fact Sheets, Frequently Asked Questions (FAQs), and DOORS User Guides, please visit the Off-Road Zone at *arb.ca.gov/offroadzone*.

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Stanislaus ("County") has awarded to (Name of Contractor) _____, as Principal, a Contract dated the_ day of _____ _____, 20 _____ (the "Contract"), titled THE _____ PROJECT in the amount of $ _____ which Contract is by this reference made a part hereof.

AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

NOW, THEREFORE, we, the undersigned Principal and (Name of Surety) _____as Surety, are held and firmly bound unto County in the sum of 100% OF THE CONTRACT PRICE ($ _____), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by County, or its subcontractors shall fail to pay any of the persons named in California Civil Code §9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall become and be null and void.

This bond shall inure to the benefit of any of the persons named in California Civil Code §9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with California Mechanic's Lien Law and related construction remedies including stop notices.

Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.

Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing County's rights against the other.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

DRAFT

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

(Corporate Seal)
Principal Contractor: _____
[Principal's Full Name]
[Principal's Title]
[Company/Organization Name]
[Company/Organization Address]
[City, State, ZIP Code]
[Phone Number]
[Email Address]
[Date]

(Corporate Seal)

Surety: _____
[Surety's Full Name]
[Surety's Title]
[Surety Company Name]
[Surety Company Address]
[City, State, ZIP Code]
[Phone Number]
[Email Address]
[Date]

(Attach Attorney-in-Fact Certificate)

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is $_____.
(The above must be filled in by corporate attorney.)

Note: The signatures of both the surety and the contractor must be notarized.

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

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

DRAFT

State of California §
County of _____ §

On _____ before me, _____, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____

DRAFT

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

State of California §
County of _____ §

On _____ before me, _____, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF DOCUMENT

DRAFT

This document will be completed by the County. The bond must be returned to the County within 10 days after issuance of the "Notice of Intent to Award the Contract to Contractor."

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Stanislaus ("County") has awarded to (Name of Contractor) _____. as Principal, a Contract dated the ___ day of _____ (the "Contract"), titled THE _____ PROJECT in the amount of $ _____ which Contract is by this reference made a part hereof.

AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the performance of the work as provided by law;

NOW, THEREFORE, we, the undersigned Principal and (Name of Surety) _____as Surety, are held and firmly bound unto County in the sum of 100% OF THE CONTRACT PRICE ($ _____) ("Penal Sum"), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by the County, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract Documents during the original term and any extensions thereof as may be granted by the County, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract Documents, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract Documents made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless the County as stipulated in the Contract Documents, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the County, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the County from loss or damage resulting from or caused by defective materials or faulty workmanship, then the obligations of Surety hereunder shall continue so long as any such obligation of Contractor remains. Nothing herein shall limit the County's rights or the Contractor or Surety's obligations under the Contract Documents, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

In furtherance of the above, Principal and Surety hereby additionally agree:

1. Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the County for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.

2. If Principal completely and properly performs all of its obligations under the Construction Contract, Surety and Principal shall have no obligation under this Bond.

3. If there is no County Default, Surety's obligation under this Bond shall arise after:

DRAFT

3.1. The County provides Surety with written notice that the County has declared a Principal Default under the Construction Contract pursuant to the terms of the Construction Contract; and

3.2. The County has agreed to pay the Balance of the Contract Sum:

3.2.1. To Surety in accordance with the terms of this Bond and the Construction Contract; or

3.2.2. To a Principal selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.

4. When the County has satisfied the conditions of Paragraph 3 above, Surety shall promptly (within 40 Days) and at Surety's expense elect to take one of the following actions:

4.1. Arrange for Principal, with consent of the County, to perform and complete the Construction Contract (but the County may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4 below; or

4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors or Construction entities; provided, that Surety may not select Principal as its agent or independent contractor or Contractor without the County's consent; or

4.3. Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors or Construction entities acceptable to the County for a contract for performance and completion of the Construction Contract and, upon determination by the County of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by the County and the contractor or Principal selected with the County's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6 below, exceed the Balance of the Contract Sum, then Surety shall pay to the County the amount of such excess; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor or Principal, and with reasonable promptness under the circumstances and, after investigation and consultation with the County, determine in good faith its monetary obligation to the County under Paragraph 6 below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefor to the County with full explanation of the payment's calculation. If the County accepts Surety's tender under this Paragraph 4.4, the County may still hold Surety liable for future damages then unknown or unliquidated resulting from the Principal Default, as agreed by the County and Surety at the time of tender. If the County disputes the amount of Surety's tender under this Paragraph 4.4, the County may exercise all remedies available to it at law to enforce Surety's liability under Paragraphs 6 and 7 below.

5. At all times the County shall be entitled to enforce any remedy available to the County at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, and coordinate Work with other consultants or contractors.

6. If Surety elects to act under Paragraphs 4.1, 4.2 or 4.3 above, within the time period provided in Paragraph 4 above, and complies with its obligations under this Bond, Surety's obligations under this Bond are commensurate with Principal's Construction Contract obligations. Surety's obligations include, but are not limited to:

6.1. Principal's obligations to complete the Construction Contract and correct Defective Work;

6.2. Principal's obligations to pay liquidated damages; and

DRAFT

6.3. To the extent otherwise required of Principal under the Construction Contract, Principal's obligations to pay additional legal, design professional, and other costs not included within liquidated damages resulting from Principal Default.

7. If Surety does not elect to act under Paragraphs 4.1, 4.2, 4,3, or 4.4 above, within the time period provided in Paragraph 4, above, or comply with its obligations under this Bond, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from the County to Surety demanding that Surety perform its obligations under this Bond. Such Surety default shall be independent of the Principal Default. To the extent Surety's independent default causes the County to suffer damages including, but not limited to, delay damages, which are different from, or in addition to (but not duplicative of) damages which the County is entitled to receive under the Construction Contract, Surety shall also be liable for such damages. In the event any Surety obligation following its independent default is inconsistent or conflicts with California Civil Code Section 2809, or any other law which either prohibits, restricts, limits or modifies in any way any obligation of a surety which is larger in amount or in any other respect more burdensome than that of the principal, Surety hereby waives the provisions of such laws to that extent.

8. If Surety elects to act under Paragraphs 4.1, 4.3 or 4.4 above, within the time period provided in Paragraph 4, above, and complies with all obligations under this Bond, Surety's monetary obligation under this Bond is limited to the Penal Sum.

9. No right of action shall accrue on this Bond to any person or entity other than the County or its successors or assigns.

10. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, design agreements, purchase orders and other obligations, including changes of time, and of any the County action in accordance with Paragraph 5 above. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work (including services) required thereunder, or any County action in accordance with Paragraph 5 above shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such action is a County Default.

11. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between the County and Principal regarding the Construction Contract, or in the Superior Court of the County of Stanislaus, California, or in a court of competent jurisdiction in the location in which the Work is located. Communications from the County to Surety under Paragraph 3.1 above shall be deemed to include the necessary agreements under Paragraph 3.2 above unless expressly stated otherwise.

12. All notices to Surety or Principal shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to the County shall be mailed or delivered as provided in the Contract Documents. Actual receipt of notice by Surety, the County or Principal, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

13. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

14. Definitions

14.1. Balance of the Contract Sum: The total amount payable by the County to Principal pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.

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14.2. Construction Contract: The agreement between the County and Principal identified on the signature page of this Bond, including all Contract Documents and changes thereto.

14.3. Principal Default: Material failure of Principal, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract, limited to “default” or any other condition allowing a termination for cause as provided in the General Conditions.

14.4. County Default: Material failure of the County, which has neither been remedied nor waived, to pay Principal progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Principal Default and is sufficient to justify Principal termination of the Construction Contract.

Note: The signatures of both the surety and the contractor must be notarized.

DRAFT

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

(Corporate Seal)

Principal Contractor: _____
[Principal's Full Name]
[Principal's Title]
[Company/Organization Name]
[Company/Organization Address]
[City, State, ZIP Code]
[Phone Number]
[Email Address]
[Date]

(Corporate Seal)

Surety: _____
[Surety's Full Name]
[Surety's Title]
[Surety Company Name]
[Surety Company Address]
[City, State, ZIP Code]
[Phone Number]
[Email Address]
[Date]

(Attach Attorney-in-Fact Certificate)

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is $_____.
(The above must be filled in by corporate attorney.)

Note: The signatures of both the surety and the contractor must be notarized.

DRAFT

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

DRAFT

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

State of California §
County of _____ §

On _____ before me, _____, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____

DRAFT

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

State of California §
County of _____ §

On _____ before me, _____, Notary Public, personally appeared

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

WITNESS my hand and official seal.

Signature _____

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF DOCUMENT

DRAFT

EXHIBIT A

SCOPE OF WORK

[SEE ATTACHED]

EXHIBIT B

INSURANCE REQUIREMENTS

[SEE ATTACHED]

PART III

BID PROPOSAL

*****COMPLETE & RETURN THIS PAGE BEFORE BID RESPONSE DATE/TIME*****

STANISLAUS COUNTY GSA PURCHASING DIVISION

BID FORM

TO THE COUNTY OF STANISLAUS

THIS BID IS SUBMITTED BY:

_____

(Firm/Company Name)

Re: **County of Stanislaus On-call Plumbing Services** at **Various County Locations**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the County of Stanislaus ("County" and "Owner") in the form included in the Contract Documents (Contract), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, the Notice Inviting Bids, the Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 60 Days after the day of Bid opening, unless there is a bid protest, then 90 days after the day of Bid opening.
3. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices; ***refer to the attached BID FORM.***
4. Subcontractors for work included in all Bid items are listed on the subcontractors list submitted herewith.
5. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
6. Notice of Intent to Award, Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
7. The undersigned Bidder herewith encloses a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in the amount of ten percent (10%) of the Total Base Bid Price and made payable to "County of Stanislaus".

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

NAME OF BIDDER:

_____

licensed in accordance with an act for the registration of Contractors, and with license number: _____ Expiration: _____.

_____

(Place of Incorporation, if Applicable) (Principal)

_____

(Principal)

_____

(Principal)

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

_____

(Signature of Bidder)

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: _____

_____

_____

Contractor's Representative(s): _____

(Name/Title)

_____

(Name/Title)

_____

(Name/Title)

Officers Authorized to Sign Contracts _____

(Name/Title)

_____

(Name/Title)

_____

(Name/Title)

Telephone Number(s): _____

(Area Code) (Number)

(Area Code) (Number)

Fax Number(s): _____

(Area Code) (Number)

_____

(Area Code) (Number)

Email Address(es): _____

_____

Date of Bid: _____

END OF DOCUMENT

COMPLETE & RETURN THIS PAGE BEFORE BID RESPONSE DATE/TIME*

ADDENDA ACKNOWLEDGEMENT

Bidder shall complete the below and return with the FORM OF BID:

Addendum No.	_____	Dated	_____	Date Received	_____	Initials	_____
Addendum No.	_____	Dated	_____	Date Received	_____	Initials	_____
Addendum No.	_____	Dated	_____	Date Received	_____	Initials	_____
Addendum No.	_____	Dated	_____	Date Received	_____	Initials	_____
Addendum No.	_____	Dated	_____	Date Received	_____	Initials	_____
Addendum No.	_____	Dated	_____	Date Received	_____	Initials	_____

Bidder's Name (Printed): _____

Bidder's Signature: _____

Bidder's Title: _____

BOND REQUIREMENTS *

Bid Security required	**YES**	Amount $ 10% of the Project Price
Performance bond required	**YES**	Amount $ 100%
Payment bond required	**YES**	Amount $ 100%

If required, only the successful Bidder shall submit a performance and payment bond as described in the General Terms and Conditions of this Bid.

COMPLETE & RETURN THIS PAGE BEFORE BID RESPONSE DATE/TIME*

SUBCONTRACTOR LIST

Each bid shall have listed therein the name and address of each subcontractor to whom Bidder proposes to subcontract portions of the work in an amount in excess of half of one percent (.5%) of the total bid. This is in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. Bidder's attention is invited to other provisions of said Act related to the imposition of penalties for failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

NOTE: A contractor or subcontractor shall not be qualified to bid on, or be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this Section, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this Section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided Contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded.

TYPE OF WORK	LICENSE NO.	DIR NO.	FIRM NAME	FIRM ADDRESS

(Signed)_____
Bidder / Prime Contractor

*****COMPLETE & RETURN THIS PAGE BEFORE BID RESPONSE DATE/TIME*****

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

"NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID"

The undersigned declares:
I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state]."

Bidder's Name (Printed): _____

Bidder's Signature: _____

Bidder's Title: _____

COMPLETE & RETURN THIS PAGE BEFORE BID RESPONSE DATE/TIME*

COUNTY OF STANISLAUS
BIDDER CERTIFICATIONS

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth below.

STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Labor Code Section 1773 that requires the payment of prevailing wage on public projects. Contractor and any subcontractors under Contractor shall comply with Labor Code Section 1776 regarding wage records, and with Labor Code Section 1777.5 regarding the employment and training of apprentices. Contractor is responsible to ensure compliance by any and all subcontractors performing work under this Contract.

CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as Contractor, I certify that I am aware of Labor Code Sections 1777.1 and 1777.7 and Contractor and Subcontractors are eligible to bid and work on public works projects.

CERTIFICATION OF NON-DISCRIMINATION

By my signature hereunder, as Contractor, I certify that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, age or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principal of equal opportunity in employment will be demonstrated positively and aggressively.

CERTIFICATION OF NON-DISQUALIFICATION

By my signature hereunder, as Contractor, I swear, under penalty of perjury, that the below indicated Bidder, any officer of Bidder, or any employee of Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or safety regulation, except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If a statement of "Previous Disqualifications" is attached, please explain the circumstances.

CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor

or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

CERTIFICATION REGARDING DIR CONTRACTOR / SUBCONTRACTOR REGISTRATION

By my signature hereunder, as Contractor, I certify that Contractor, and all subcontractors listed on the Subcontractors List are the subject of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code. Subcontractors' registration numbers are as indicated in the Subcontractors List. I further certify that Contractor and all subcontractors listed on the Subcontractors List will remain registered for the entire duration of the contract, including through closeout of the work.

CERTIFICATION OF CONTRACT ACCEPTABILITY

By my signature hereunder, as Contractor, I certify that I have reviewed the Contract Documents and if selected, I will execute the Contract form in its current form without substantive revisions.

BIDDER: _____
(Name of Bidder)

Date: _____, **[2026]**

By: _____
(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

END OF DOCUMENT

(ALTERNATE SURETY FORMS MAY BE ACCEPTED)

FORM OF BIDDER'S BOND
COUNTY OF STANISLAUS

We, _____as Principal, and _____ as Surety are bound unto the County of Stanislaus, hereinafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principle submitted to the Obligee for the work described below, for the payment of which we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for the above-identified project for the bids are to be opened at Modesto, California on _____, 2026.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in force.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____, 2026.

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	(Corp. Seal)	Company:	(Corp. Seal)
_____		_____	
Signature		Signature	
_____		_____	
Name		Name	
_____		_____	
Title		Title	
Address:_____		Address:_____	
_____		_____	
_____		_____	

Note: The bond must be acknowledged before a Notary Public by <u>BOTH</u> Contractor and the Surety.

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

State of California §
County of _____ §

On _____ before me, _____, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____

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

State of California §
County of _____ §

On _____ before me, _____, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____

END OF DOCUMENT