

**INSTALLATION OF SHALLOW MONITORING WELLS
SANTA CRUZ COUNTY MID COUNTY GROUNDWATER BASIN
PROJECT #22C1-009**

**GENERAL AND SUPPLEMENTAL CONDITIONS
VOLUME I**



**COUNTY OF SANTA CRUZ, CALIFORNIA
GENERAL SERVICES DEPARTMENT
March 8, 2022**

PROPOSALS DUE: Tuesday April 12, 2022, at 2:30 P.M.

PROJECT NO.: #22C1-009

PRE-BID CONFERENCE: Tuesday, March 22, 2022, at 10am
(Virtual-TEAMS Mtg)

VOLUME I: General and Supplemental Conditions

VOLUME II: Technical Specifications

VOLUME III: Bid Proposal

For use in connection with Santa Cruz County standards and the 2019 California Building Code.

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



COUNTY OF SANTA CRUZ



GENERAL SERVICES DEPARTMENT

701 Ocean Street, Suite 330, Santa Cruz, Ca 95060-4073
(831) 454-2210 FAX: (831) 454-2710 TDD: (831) 454-2123
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MICHAEL BEATON - DIRECTOR

March 8, 2022

Engineer's Estimate: \$229,442.00

NOTICE TO CONTRACTORS

SHALLOW MONITORING WELLS MID COUNTY GROUNDWATER BASIN

PROJECT #22C1-009

Sealed proposals shall be delivered to the General Services Department of Santa Cruz County, 701 Ocean Street, Room 330, Santa Cruz, California, 95060-4073, no later than **2:30 P.M. on Tuesday, April 12, 2022**. Bids will be opened and will be publicly read in the General Services Department, Government Center, 701 Ocean Street, Santa Cruz, Room 330, California at 3:00 P.M. or thereafter. This project is for licensed contractors with a Type "A" General Engineering license and C57, Well Drilling classification to install up to seven (7) shallow groundwater monitoring wells as part of the implementation of the Santa Cruz County Mid-County Groundwater Basin Groundwater Sustainability Plan (GSP) through upper alluvium and screened within the underlying weathered upper Purisima sandstones to fully characterize interconnections between surface water and groundwater.

The Contractor shall complete all or any designated portions of the work called for under the contract in all parts and requirements within 45 working days (except as modified in the technical specifications). The County of Santa Cruz and its Board of Supervisors reserves the right to reject any or all bids received as the public good may require.

Plans and specifications have been prepared by **Balance Hydrologics Inc., Santa Cruz, CA**.

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

Plans, Specifications and Proposal Forms to be used for bidding on this project can only be obtained at the General Services Department of Santa Cruz County, 701 Ocean Street, Room 330, Santa Cruz, California, 95060-4073. A non-refundable fee of **\$119.35** is required per set of bid documents. Mailing costs will be charged extra at \$10.00 per set. Any request for bid documents must be accompanied by a check, or paid online, for the correct charges. A returned check will be subject to an additional fee of \$40.00.

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

In accordance with SB854:

- 1) No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) 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).

- 2) No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- 3) This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Prior to bidding, interested contractors are **REQUIRED** to attend a **pre-bid conference** and review of the various designated locations throughout the County for construction of the shallow monitoring wells. This meeting will be **“Virtual”** and scheduled through Microsoft TEAMS. Invitations will be issued to “All Registered Plan Holders”. We encourage those seriously interested purchase your set of project documents through General Services Department. The “Virtual” meeting will be held **March 22, 2022, at 10:00 AM**, conducted by County of Santa Cruz Facilities Maintenance & Project Operations in Partnership with Environmental Health Department Project Manager, Sierra Ryan, Water Resources Manager All pre-bid questions should be directed to both Sierra Ryan at: Sierra.Ryan@santacruzcounty.us and Conrado Montes at: Conrado.Montes@santacruzcounty.us.

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

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

County will be the sole judge as to the technical acceptability of any proposals and any award will be as determined most advantageous to the County considering such factors as completeness and responsiveness to Request for Proposal, experience, references, and anticipated costs. The County reserves the right to reject any or all proposals or parts thereof and to waive any informality or irregularity in any proposal.

Pursuant to Santa Cruz County Code Chapter 2.33, Contractors and Subcontractors must make good faith efforts to hire Monterey Bay area residents in sufficient numbers so that no less than 50 per cent (50%) of the Contractor's total construction work force, including any subcontractor's workforce, measured in labor work hours is comprised of Monterey Bay area residents. This public works construction project is covered by Chapter 2.33 of the Santa Cruz County Code, and the entire chapter, as amended, is incorporated by reference into the project's specifications and conditions.

Any bid proposal, or other response to a solicitation for bid or proposal which proposes or calls for the use of any tropical hardwood or tropical wood products in performance of the contract shall be deemed nonresponsive pursuant to County Code Section 2.37.107.

PROJECT DIRECTORY

PROJECT NAME: Project #22C1-009 "Shallow Well Monitoring Mid-County Groundwater Basin

OWNER: County of Santa Cruz
Environmental Health Department (EHD)

PROJECT MANAGER: Sierra Ryan
Water Resources Manager

Conrado Montes
Building Project Construction Manager

ENGINEER/ARCHITECT: Balance Hydrologics, Inc.

INSTRUCTIONS TO BIDDERS

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

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

3) County of Santa Cruz may have obtained report(s) that may contain facts that may materially affect bidders' bids. County of Santa Cruz may have constructed public works or other projects throughout the County and could have obtained reports and other information in the course of the design and construction of those projects, all of which may contain facts that may materially affect bidders' bids. Bidders are strongly encouraged submit a Pre-Bid RFI asking if any such projects documents exist and inspect applicable County of Santa Cruz reports, records and documents. Said reports and documents will be made available upon written request at the Public Works Office, County Government Center, 701 Ocean Street, Room 410, Santa Cruz, California, 95060 for inspection and copying at bidders' sole cost and expense, during normal working hours.

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

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

- 6) The bidder and subcontractors must meet the following requirements:
- a) No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) 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).
 - b) No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
 - c) This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7) In addition to other minimum qualifications, the County of Santa Cruz has determined that the successful low bidder must demonstrate to the satisfaction of the County of Santa Cruz, the following minimum experience to be qualified to perform the work described in the Contract Documents:

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

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

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

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

11) Bid protests shall be filed before 5:00 p.m. in writing with the Clerk of the Board, County of Santa Cruz, 701 Ocean St., Room 520, Santa Cruz, California, 95060, by certified or registered mail, not later than three (3) working days after the bid opening. The protest shall specify the reasons and facts upon which the protest is based. The protest shall include the name, address, and telephone number of the person representing the protesting party. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or any legal proceedings.

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GENERAL CONDITIONS

1) BASIC DEFINITIONS:

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

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

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

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

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

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

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

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

I. The term "County" means the County of Santa Cruz, its trustees, officers, and employees.

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

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

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

2) CONTRACT DOCUMENTS: The Contract Documents consist of the Notice to Contractors; Instructions to Bidders; Bid Proposal; Bidder's Bond; Names and Titles Form; Noncollusion Affidavit; Statement of Compliance; Designation of Subcontractors; Bidder's Qualifications; Guaranty; Contract; General Conditions; Plans and Specifications, prepared by the Aurum Consulting Engineer, Inc., dated August 06, 2021; any addenda issued; Change Orders; and any other documents described as such within these Contract Documents.

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

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

Where investigations of subsurface conditions have been made with respect to foundation or other structural design, and that information is made available to Contractor or shown in the Contract Documents, said information represents only the statement as to the character of materials which have been actually encountered by it in its investigation, and is only made available or included for the convenience of bidders.

Investigations of subsurface conditions are made for the purpose of design, and the County assumes no responsibility whatsoever with respect to the sufficiency or accuracy of borings, the log of test borings, or other preliminary investigations, or of the interpretation thereof, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or any part of

it, or that unanticipated conditions may not occur. When a log of test borings is made available to Contractor or included in the Contract Documents, it is expressly understood and agreed that said log of test borings does not constitute a part of the Contract and represents only an opinion of the County as to the character of the materials to be encountered and is made available or included in the Contract Documents only for the convenience of the bidders. Making such information available to bidders is not to be construed in any way as a waiver of the provisions of the first two paragraphs of this section, and bidders must satisfy themselves, through their own investigations, as to conditions to be encountered.

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

A. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law, including but not limited to PCB's, lead or asbestos.

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

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

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

In the event that a dispute arises between the County and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date required by the Contract but shall proceed with all work to be performed under the Contract.

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

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

The correction of any discrepancies in, or omissions from the drawings, specifications, or other Contract Documents, or any interpretation thereof, during the bidding period will be made only by an addendum issued by the Owner's Representative. Each such addendum issued by the Owner's Representative shall be made a part of the Contract. Any other interpretation or explanation of such documents will not be considered binding.

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

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

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

6) LIST OF SUBCONTRACTORS: In accordance with California Public Contract Code, Chapter 4 (commencing with Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California (Subletting and Subcontracting Fair Practices Act), each proposal shall have listed on the form provided with the proposal: (a) the name and location of the place of business 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. The Contractor shall list only one subcontractor for each such portion as defined by the Contractor in Contractor's bid.

An inadvertent error in listing the California contractor license number provided pursuant to the paragraph above shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number is submitted to the County by the prime contractor in writing within 24 hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

In accordance with SB854:

- a) No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) 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).
- b) No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- c) This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

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

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

9) BIDDER'S BOND: The proposal must be accompanied by a bidder's bond, certified check, or cashier's check in an amount not less than ten percent (10%) of the amount bid. The bidder's bond must be signed in favor of the County, and the certified check or cashier's check must be made payable to the County of Santa Cruz. The 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 complete, sign and return in strict compliance with these Contract Documents, if requested to do so, Contractor Qualifications Questionnaire, or enter into a contract. The amount of said bond, certified check, or cashier's check shall not be deemed to constitute a penalty or liquidated damages. 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 complete, sign and return in strict compliance with these Contract Documents, if requested to do so, Contractor Qualifications Questionnaire, or enter into a contract.

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

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

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

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

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

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

13) RELIEF OF BIDDERS: Attention is directed to the provisions of Public Contract Code section 5100, and following, concerning relief of bidders, and in particular to the requirement therein that if the bidder claims a mistake was made in Contractor's bid, the bidder shall give the 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) AWARD OF CONTRACT: Award of the Contract, if awarded at all, will be to the lowest responsible bidder whose proposal complies with the specified requirements. The award, if it be awarded, will be made by the County within sixty (60) days after opening of the proposals.

The low bid will be determined by adding the sum of the base bid and all alternates (if any). The County reserves the right to include in the Contract, if a Contract is awarded, the base bid only, or the base bid plus any alternate bid or combinations of alternates bid.

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

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

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

for the County. If the next lowest responsible bidder fails or refuses to enter into the Contract, then Paragraph 9, Bidder's Bond, of these General Conditions shall apply. The County may then award the Contract to the next lowest responsible bidder.

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

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

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

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

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

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

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

Each insurance policy shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) It acts as primary insurance, and that no insurance held or owned by the County shall be called upon to cover, either in full or in part, any loss covered under the policy acquired by Contractor; and (3) The stated

limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments "are not included as part of the insurance policies limits of liability." If any of the policies indicate that defense costs are included in the general aggregate limit, then the required general aggregate limits shall be a minimum of \$2,000,000 or more at the County's discretion.

If any insurance policy of Contractor required by these Contract Documents includes language conditioning the insurer's legal obligation to defend or indemnify the County of Santa Cruz on the performance of any act(s) by the named insured, then said insurance policy, by endorsement, shall also name the County of Santa Cruz as a named insured. Notwithstanding the forgoing, both the Contractor and its insurers agree that by naming the County of Santa Cruz as a named insured, the County of Santa Cruz may at its sole discretion, but is not obligated to, perform any act required by the named insured under said policies.

Contractor shall do all things required to be performed by it pursuant to its insurance policies including but not limited to paying within five (5) workdays, all deductibles and self-insured retentions (SIR) required to be paid under any insurance policy that may provide defense or indemnity coverage to County or any additional insured.

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

The minimum insurance coverages to be obtained by the Contractor as hereinabove referred to are as follows:

A. Commercial/Comprehensive General Liability Insurance (Insurance Services Organization, Inc. form GL-00-02, Ed. 01-73); Bodily Injury and Property Damage Liability Insurance for Premises and Operations; Personal Injury for Premises and Operations; Independent Contractors; Incidental Contracts; Contractual Liability; Broad Form Comprehensive General Liability Endorsement (Insurance Services Organization, Inc. form GL-04-04, Ed. 5-81); and Products and Completed Operations which shall be in the amount of not less than a combined single limit of \$1,000,000 per occurrence for one or more persons injured and property damaged on an occurrence form insurance policy. The aggregate limit of liability for products and completed operations may be \$1,000,000.

B. Business Automobile Liability Policy Insurance: Protection against loss as a result of liability to others caused by an accident and resulting in bodily injury and/or property damage, arising out of the ownership or use of any automobile. The limits of liability shall not be less than \$500,000 combined single limit each accident for bodily injury and property damage combined.

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

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

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

writing by utility representatives and the Contractor at this conference, or within five (5) working days thereafter.

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

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

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

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

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

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

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

22) CLARIFICATION OF CONTRACT DOCUMENTS: Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in the Contract Documents, or in the event of any doubt or question arising respecting the true meaning of the Contract Documents, the Contractor shall apply to the Owner's Representative for such further explanations as may be necessary. The Contractor shall thoroughly review all Requests for Information (RFI's) submitted by subcontractors prior to submission to the Owner's Representative to determine whether such RFI's is already answered in the Contract Documents. Contractor represents to County and Owner's Representative, that by submission of an RFI, Contractor has thoroughly reviewed the RFI and thoroughly reviewed the Contract Documents, and

determined that the RFI is not answered or reasonably inferable in the Contract Documents, and that the RFI pertains to an unforeseen condition or circumstance that is not described in the Contract Documents, that there is a conflict or discrepancy in the Contract Documents, or there is an omission in the Contract Documents. In the event any RFI is answered or reasonably inferable from the Contract Documents, Contractor agrees to pay the Owner's Representative and County the reasonable cost for their time and expenses associated with reviewing and responding to RFI's which are already answered or reasonably inferable from the Contract Documents. In the event of a disagreement over such compensation, the judgment of the Owner's Representative shall control.

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

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

25) Reserved

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

27) PERSONAL ATTENTION AND SUPERINTENDENCE: The Contractor shall give Contractor's personal attention to and shall supervise the work to the end that it shall be faithfully prosecuted. Contractor shall keep on the work at all times throughout its progress, a competent superintendent who shall represent the Contractor in Contractor's absence and shall have complete authority to represent and act for the Contractor. Whenever the Contractor or Contractor's superintendent is not present on a particular part of the work, the Owner's Representative or County may stop the work until the Contractor or Contractor's superintendent arrives.

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

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

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

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

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

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

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

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

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

31) EFFECT OF INSPECTION OR USE: Neither the inspection by an inspector, County, Owner's Representative, construction manager, architect, engineer, or anyone acting in their behalf, nor any measurement, approved modification, submittal, shop drawing, order, or certificate, nor acceptance of any part or whole of the work, or payment of money, nor any possession or use by 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.

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

The inspection of the work by County, the County's inspector(s), Construction Manager, architect, engineer, consultants or anyone acting in their behalf, does not relieve the Contractor of any of Contractor's obligation to fulfill the Contract as prescribed. Any work, materials, or equipment not meeting the requirements and intent of the Contract Documents shall be rejected, and unsuitable work or materials shall be made good, notwithstanding the fact that such work or materials may have previously been inspected or approved and payment therefor may have been made. If nonconforming work, materials, or equipment not meeting the

requirements and intent of the Contract Documents is discovered, and the Contractor fails to remedy the nonconforming work, materials, or equipment, or the County agrees in writing to accept the nonconforming work, materials, or equipment, Contractor agrees to sign a Change Order or otherwise reimburse County in a sum equal to the cost to remedy the nonconforming work, materials, or equipment. It is expressly understood and agreed that the County will be entitled to recover from Contractor the full cost of remedying nonconforming work, materials, or equipment, and that diminution in value will not be considered as a method for valuing the County's damages for nonconforming work, materials, or equipment, and further that the doctrine of economic waste will not be a defense to the County's recovery from Contractor of the full and complete cost and expense of remedying nonconforming work, materials, or equipment.

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

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

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

34) 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.

35) MEANS AND METHODS: Neither Owner's Representative nor County 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.

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

37) Reserved

38) EFFECT OF EXTENSION OF TIME: The granting of an extension of time for the completion of the work on account of delays which, in the judgment of 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.

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

Claim for an adjustment in the Contract Sum shall include a detailed cost breakdown of items included within the Claim and documentation supporting each item of cost.

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

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

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

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

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

"Excusable Delay" means any delay of the completion of the Project beyond the expiration of the Contract Time caused by conditions beyond the control and without the fault or negligence of the Contractor such as strikes, embargoes, fire, unavoidable casualties, unusual delays in transportation, national emergency, and stormy and inclement weather conditions in which the work cannot continue. The financial inability of the Contractor or any subcontractor and default of any subcontractor, without limitation, shall not be deemed conditions beyond the Contractor's control. An Excusable Delay may entitle the Contractor to an adjustment in the Contract Time.

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

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

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

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

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

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

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

The parties agree that 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 the Contractor to adjustments of the Contract Time and the Contract Sum, based on changes ordered in the work or suspension of the work, shall be solely governed by this provision.

40) FALSE CLAIMS: 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.

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 of the political subdivision, plus a civil penalty, plus costs.

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

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

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

41) CHANGES: The County may request that Contractor provide County with estimated costs for proposed changes to the work. Contractor agrees to promptly provide County with detailed, itemized costs for proposed changes to the work and scheduling data demonstrating the impact, if any, of the proposed changes to the work on the Contract Time. Adjustments, if any, in the amount to be paid the Contractor by

reason of any modifications of the work as set forth in a Contract Change Order, Construction Change Directive, or arising from Claims shall be determined by one or more of the following methods as elected by the County:

- A. Lump Sum Price - By an acceptable lump proposal from the Contractor.
- B. Unit Prices - By unit prices fixed by agreement between the County and the Contractor.
- C. Force Account - By ordering the Contractor to proceed with the work and to keep and present in such form as the Owner's Representative or County may direct, a correct account of the cost of the change, together with all vouchers and associated documentation therefor. The Contractor will be paid for labor, materials, and equipment rental actually used on the Change Order work as follows:

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

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

(1-2) Labor Surcharge - The labor surcharge to be added to the actual wages shall be the reasonable cost of all additional payments made to, or on behalf of the workers, other than actual wages, as required by State or Federal laws, including by way of example but not limited to, workers' compensation, SUTA, FUTA and FICA.

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

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

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

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

The rental time to be paid for equipment already on the work, or which is used for other than such extra work, shall be the actual time the equipment is in operation on the extra work, plus

the time required to move the equipment to the site of the extra work and return it to its original location.

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

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

For Change Order work performed by a subcontractor, compensation for such work shall be based on all direct costs as listed in the subcontractor's portion of the proposal plus the above percentages. The Contractor may add ten percent (10%) to the subcontractor's proposal for Contractor's overhead and profit. Contractor may also add actual cost of subcontractor's bond (if any) and a markup on such bond not to exceed one percent (1%). Overhead and profit for all tiers of Contractor and subcontractors shall in no event exceed fifteen percent (15%) of the cost of the work. Distribution of the overhead and profit among the Contractor and the subcontractors is the responsibility of the Contractor.

The allowances for overhead and profit as enumerated in the preceding subparagraphs shall include full compensation for any and all items of overhead including but not limited to, superintendence, field overhead, home office overhead (absorbed and unabsorbed), Contractor bonds, insurance, general conditions, clean-up, safety meetings, mandated programs and processing of Claim and Change Order documents.

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

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

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

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

Contractor warrants that upon submittal of an application for payment, all work for which certificates of payment have been previously issued and payment has been received from 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.

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

- (a) Defective work not remedied;
- (b) Third-party claims against Contractor or County arising from the acts or omissions of Contractor or subcontractors;
- (c) Stop notices;
- (d) Failure of Contractor to make timely payments due to subcontractors for material or labor;
- (e) A reasonable doubt that the work can be completed for the balance of the Contract Sum then unpaid;
- (f) Damage to the County or others for which Contractor is responsible;
- (g) Reasonable evidence that the work cannot be completed within the Contract Time, and the unpaid balance of the Contract Sum would not be adequate to complete the work and cover County's damages for the anticipated delay;
- (h) Failure of Contractor to maintain, update, and submit record documents;
- (i) Failure of Contractor to submit schedules or their updates as required by the Contract Documents;
- (j) Performance of the work by Contractor without properly processed shop drawings;
- (k) Liquidated damages assessed;
- (l) Any other failure of Contractor to perform its obligations under the Contract Documents.

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

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

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

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

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

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

45) ACCESS TO RECORDS: The Owner's Representative and/or County, or their authorized representatives, shall have access, upon reasonable notice, during normal business hours, to Contractor and subcontractors' books, documents and accounting records, including but not limited to, bid worksheets, bids,

subcontractor bids and proposals, estimates, cost accounting data, accounting records, payroll records, time sheets, cancelled checks, profit and loss statements, balance sheets, project correspondence including but not limited to all correspondence between Contractor and its sureties and subcontractors/vendors, project files, scheduling information, and other records of the Contractor and all subcontractors directly or indirectly pertinent to the work, original as well as change and claimed extra work, to verify and evaluate the accuracy of cost and pricing data submitted with any Change Order, prospective or completed, or any Claim for which additional compensation has been requested or notice of potential Claim has been tendered.

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

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

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

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

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

48) 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 the Contractor to carry out orders given or to perform any provisions of the Contract, or for any other reason. The Contractor shall immediately comply with such written order of the County to suspend the work wholly or in part. The suspended work shall be resumed only when conditions are favorable or methods are corrected, as ordered or approved in writing by the County.

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

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

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

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

Upon such termination or the County's declaration that the 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.

If the Contractor's control over the work is terminated as provided above, the Contractor is not entitled to receive any portion of the amount to be paid under the Contract until it is fully completed. After completion, if the unpaid balance exceeds the sum of the amount expended by the 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 the Contractor for the work herein contemplated, the excess not otherwise required by these Contract Documents to be retained shall be paid the Contractor. If the sum so expended exceeds the unpaid balance, the Contractor and Contractor's surety are liable to the 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.

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

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

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

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

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

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

A. **HOURS OF LABOR** - Eight hours of labor shall constitute a legal days' work, and the Contractor or any subcontractor under him, in the performance of the Contract, shall not require more than eight hours of labor in any calendar day, and forty hours of labor in any calendar week, from any person employed by Contractor in the performance of the work under this Contract, except as permitted under the provisions of Section 1815 of the Labor Code of the State of California. The Contractor shall forfeit, as penalty to the County, fifty dollars (\$50.00) for each workman employed by Contractor or any subcontractor under Contractor in the performance of the Contract for each calendar day during which any workman is required or permitted to labor more than eight hours and for each calendar week during which any workman is required or permitted to labor more than forty hours, in violation of the provisions of such Labor Code.

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

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

The Contractor shall forfeit, as penalty to the County, fifty dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the Contract by Contractor or by any subcontractor under him, in violation of the provisions of such Labor Code.

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

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

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

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

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

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

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

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

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

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

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

(1) Each contractor and subcontractor shall keep an accurate payroll record showing the name, address, Social Security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in conjunction with the public work.

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

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

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

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

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

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

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

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

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

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

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

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

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

J. LOCAL HIRE ORDINANCE - Pursuant to Santa Cruz County Code Chapter 2.33, Contractors and Subcontractors must make good faith efforts to hire Monterey Bay area residents in sufficient numbers so that no less than 50 per cent (50%) of the Contractor's total construction work force, including any subcontractor's workforce, measured in labor work hours is comprised of Monterey Bay area residents. This public works construction project is covered by Chapter 2.33 of the Santa Cruz County Code, and the entire chapter, as amended, is incorporated by reference into the project's specifications and conditions.

The contractor shall include the following language and a copy of Chapter 2.33 as may be amended from time to time in all contracts with the contractor's subcontractors: "This contract is for labor or

materials for a County of Santa Cruz public works project. As a subcontractor on a County project, you are required to comply with all of the requirements of the Santa Cruz County local hiring preference ordinance, SCCC 2.33 incorporated herein by reference. Failure to comply with the provisions of the local hiring preference ordinance may subject the contractor and/or subcontractor to disqualification from eligibility for County of Santa Cruz contracts." Bidders, contractors, and subcontractors must maintain and submit records necessary for monitoring compliance with Chapter 2.33. Failure of any contractor or subcontractor to comply with the requirements of Chapter 2.33 shall be deemed a material breach of contract or subcontract.

53) RESPONSIBILITY OF THE CONTRACTOR: The Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary, or proper for performing and completing the work herein required, including any Change Order work, disputed work or extra work directed by the County or Owner's Representative, within the time specified.

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

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

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

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

54) INDEMNIFICATION:

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

(1) Personal injury (including, but not limited to, bodily injury, emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to, any employees or agents of Contractor, County, Owner's Representative, Construction Manager, or any subcontractor, or damage to property of anyone including the work itself (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of Contractor, County, or Owner's Representative, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable;

(2) Penalties threatened, sought, or imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of Contractor;

(3) Alleged infringement of any patent rights which may be brought arising out of Contractor's work;

- (4) Claims and liens for labor performed or materials used or furnished to be used on the job, including all incidental or consequential damages from such claims or liens;
- (5) Contractor's failure to fulfill any of the covenants set forth in these Contract Documents;
- (6) Failure of Contractor to comply with the provisions of the Contract Documents relating to insurance; and,
- (7) Any violation or infraction by Contractor of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational, health, or safety of employees.

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

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

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

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

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

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

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

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

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

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

A. Safety Program. When requested by County, 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.

B. Material Safety Data Sheets.

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

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

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

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

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

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

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

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

In accordance with Section 4215 of the Government Code of the State of California, the County shall make provisions to compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such main and trunk line utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Compensation will be in accordance with Paragraph 41, Changes, and subject to all of the requirements of Paragraph 39, Claims, of the General Conditions. In the event the Contractor discovers utilities not identified in the Contract Documents, the Contractor shall immediately notify

the Owner's Representative and the utility owner by the most expeditious means available and later confirm in writing.

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

61) COOPERATION WITH OTHERS: The County or adjacent property owner may perform other work adjacent to or within the project area, concurrent with the Contractor's operations. The Contractor shall cooperate fully with 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. The Contractor shall conduct operations to minimize interference with the work of other forces or contractors performing such work. This work performed by a second contractor may include work which is incomplete or in dispute with the Contractor.

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

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

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

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

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

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

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

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

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

It is understood, however, that two or three shift operations may be established as a regular procedure by the Contractor if Contractor first obtains written permission from the County and Owner's Representative. Such permission may be revoked by the County or Owner's Representative at any time, without cause, or if

the Contractor fails to maintain adequate force and equipment for reasonable prosecution and to justify inspection of the work or fails to provide sufficient artificial light to permit the work to be carried on properly and safely and to permit proper inspection.

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

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

68) SUBCONTRACTING AND 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.

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

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

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

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

72) CONTRACTOR NOT AN AGENT OF THE COUNTY: The right of general supervision shall not make the Contractor an agent of the County, and the liability of the Contractor for all damages to persons or to public or private property arising from the performance of the work shall not be lessened because of such general supervision.

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

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

The 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor hereby assigns to 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 County for entering into the Contract with Contractor and may not be withdrawn.

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

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

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

- (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.
- (2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
- (b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.
- (2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

- (c) The provisions of this article or a summary thereof shall be set forth in the plans or specification for any work which may give rise to a claim under this article.
- (d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2. Claims; requirements; tort claims excluded

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

- (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

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

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- (c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

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

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- (d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

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

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

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

- (a) Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- (b)
 - (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
 - (2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.
 - (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.
 - (4) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

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

- (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.
- (b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

SUPPLEMENTAL CONDITIONS

1) **TIME OF COMPLETION.** The Contractor shall complete all or any designated portions of the work called for under the contract in all parts and requirements within **83 working days** (except as modified in the technical specifications). The contractor shall submit a timeline for construction within 10 working days upon award of the contract. Contract time shall begin five (5) days after the date of dispatch of the Notice to Proceed.

It is the intent of the County to minimize disruptions to ongoing County operations during construction projects. A **total of 45 working days** have been allowed for this project. This time period will be divided into a mobilization phase and a construction phase. The mobilization phase shall consist of time necessary to secure all materials, receive approval of submittals and all other operations necessary prior to start of construction. The Contractor shall not begin demolition or carry out any other operations during the mobilization phase which would interrupt County operations. **The mobilization phase shall consist of 5 working days.**

The second phase of the contract shall consist of the construction phase. All construction operations shall be carried out during this period. The Contractor may shorten the time period of the mobilization phase, subject to approval of the construction schedule by the County. However, a reduction of the mobilization phase will not allow an increase in the number of days allowed for the construction phase. **The construction phase shall consist of 40 working days.** The construction phase of the project will be considered complete upon acceptance of the County's Engineer.

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

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

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

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

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

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

The Contractor shall pay to the County of Santa Cruz a sum of **\$200** per calendar day for each and every calendar days delay in finishing the work in excess of the number of calendar days prescribed in the

Time of Completion. Completion of the project includes correction of any punch list items identified by the County's Engineer.

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

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

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

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

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

4) SAFETY REQUIREMENTS ON ALL COUNTY PROJECTS All General or Prime Contractors will be responsible for their Employees, and subcontractors. It will be up to them to enforce all safety regulations set forth by the 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.

- A. The use of safety wear and equipment, such as eye protection, ear protection, and other required safety equipment will be strictly enforced.
- B. Work areas will be marked off and safe paths provided for county employees and the general public.
- C. Noise and dust will need to be contained and kept to a minimum when working in occupied areas and may require after hours work.
- D. When work above the floor or ground is required, proper use of ladders and safety harness or railing will be enforced.
- E. All welding, cutting or brazing will require a fire-watch with a fire extinguisher.
- F. 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.
- G. All Contractors are required to clean up their work area daily. Materials not used will be stored neatly or removed from the site.
- H. 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.**
- I. 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.
- J. The Project Manager will explain all policies and procedures regarding emergency alarms and exits and will also give a tour of the fire exits.

- K. A dress code is required within the county facilities. Work attire will be neat and clean and will meet OSHA requirements. No t-shirts, shorts, or open-toed shoes will be permitted.
- L. A visitor identification badge will be worn at all times, as provided by the General Services Department.
- M. The County of Santa Cruz has all non-smoking facilities. Smoking is permitted only in designated areas outside of work site.

5) Payment Application

- a. In accordance with **General Conditions “Payment”** Item #42 which states “Within ten (10) days after signing the Contract, but in any event prior to the first application for payment, Contractor shall submit to Owner’s Representative and County a cost breakdown of the Contract Sum.” The Contractor cost breakdown shall utilize the AIA G701 and AIA G702 “Schedule of Values” format that if the Contractor does not have a copy the County can provide the AIA form. The “Schedule of Values” will be reviewed, and comments provided for discussion and revision. All progress payments shall be submitted using this percent complete form.

This document will be utilized by the County for issuance to the Lowest Responsive Bidder during the 10 Day "Notice of Intent to Award" for the Bidder to complete and submit.

**COUNTY OF SANTA CRUZ
STATE OF CALIFORNIA**

Contract No. _____

THIS CONTRACT, made and entered into this __ day of _____, 2021, between County of Santa Cruz, a political subdivision of the State of California, hereinafter referred to as County, and _____, hereinafter referred to as Contractor;

WITNESSETH:

WHEREAS, the Board of Supervisors of said County of Santa Cruz heretofore caused plans and specifications for the work hereinafter mentioned to be prepared, and thereafter did approve and adopt said plans and specifications; and,

WHEREAS, the Board of Supervisors of County of Santa Cruz 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,

WHEREAS, Contractor, in response to such Notice, submitted to the Board of Supervisors of said County of Santa Cruz 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 proposal, and the other bids and proposals submitted in response to said Notice, the Governing Board of County of Santa Cruz publicly opened and canvassed in the manner provided by law; and,

WHEREAS, Contractor was the lowest responsible bidder for the performance of said work, and said Board of Supervisors of County of Santa Cruz, as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for the work and award to it a contract therefor.

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

1. SCOPE OF WORK – Project

Contractor will furnish labor, tools and materials for the _____.
Project which includes the

_____.

Contractor's bid is the basis for this contract. The bid included all labor, tools and materials needed for a project to be completed in conformance with the plans, specifications, and addendum (if any) that were issued prior to the date of the bid. Contractor's bid, the plans, specifications and addendum (if any) are all hereby incorporated by this reference and made a part of this contract.

2. TERMS AND CONDITIONS

The terms and conditions set forth in the General and Supplemental Conditions for this Project at Section 2 ("General Conditions") are hereby incorporated by reference as set forth in full. Said terms and conditions are a part of this Contract, and Contractor and County of Santa Cruz 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 of Santa Cruz, 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.

Upon condition the Contractor faithfully performs its obligations herein, County of Santa Cruz agrees to make payment to Contractor (subject to the terms and conditions of the Contract Documents) the sum of _____ (\$_____).

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 or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

3. INSURANCE:

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

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

Each insurance policy shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) It acts as primary insurance, and that no insurance held or owned by the County shall be called upon to cover, either in full or in part, any loss covered under the policy acquired by Contractor; and (3) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments "are not included as part of the insurance policies limits of liability." If any of the policies indicate that defense costs are included in the general aggregate limit, then the required general aggregate limits shall be a minimum of \$2,000,000 or more at the County's discretion.

If the Contractor fails to maintain such insurance, the County may take out insurance to cover damages of the below-mentioned classes for which the County might be held liable on account of the Contractor failing to pay such damages and deduct and retain the amount of the premium for such insurance from any sums

due the Contractor under the Contract. Failure of the County to obtain such insurance shall in no way relieve the Contractor from any of its responsibilities under the Contract.

If any insurance policy of Contractor required by these Contract Documents includes language conditioning the insurer's legal obligation to defend or indemnify the County of Santa Cruz on the performance of any act(s) by the named insured, then said insurance policy, by endorsement, shall also name the County of Santa Cruz as a named insured. Notwithstanding the forgoing, both the Contractor and its insurers agree that by naming the County of Santa Cruz as a named insured, the County of Santa Cruz may at its sole discretion, but is not obligated to, perform any act required by the named insured under said policies.

Contractor shall do all things required to be performed by it pursuant to its insurance policies including but not limited to paying within five (5) workdays, all deductibles and self-insured retentions (SIR) required to be paid under any insurance policy that may provide defense or indemnity coverage to County or any additional insured.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here ____ / ____ .

The minimum insurance coverages to be obtained by the Contractor as hereinabove referred to are as follows:

- A. Commercial/Comprehensive General Liability Insurance (Insurance Services Organization, Inc. form GL-00-02, Ed. 01-73); Bodily Injury and Property Damage Liability Insurance for Premises and Operations; Personal Injury for Premises and Operations; Independent Contractors; Incidental Contracts; Contractual Liability; Broad Form Comprehensive General Liability Endorsement (Insurance Services Organization, Inc. form GL-04-04, Ed. 5-81); and Products and Completed Operations which shall be in the amount of not less than a combined single limit of \$1,000,000 per occurrence for one or more persons injured and property damaged on an occurrence form insurance policy. The aggregate limit of liability for products and completed operations may be \$1,000,000.
- B. Business Automobile Liability Policy Insurance: Protection against loss as a result of liability to others caused by an accident and resulting in bodily injury and/or property damage, arising out of the ownership or use of any automobile. The limits of liability shall not be less than \$500,000 combined single limit each accident for bodily injury and property damage combined.
- C. Workers' Compensation and Employers' Liability Insurance: The Contractor shall be a qualified self-insurer or shall carry full Workers' Compensation and Employers' Liability insurance coverage, either through the State Compensation Insurance Fund or a standard approved policy obtained from a licensed insurance carrier for all persons employed, either directly or through subcontractors, in carrying out the work under this Contract in accordance with the "Workers' Compensation and Insurance Act," Division IV thereof. Employers' limits of liability shall be the prevailing statutory limits of liability.

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

4. **INDEMNIFICATION:**

- A. **CONTRACTOR'S PERFORMANCE:** Contractor shall defend, indemnify, and save harmless County (including their inspectors, construction managers, project managers, trustees, officers, agents, members, employees, affiliates, consultants, subconsultants, and representatives), and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of, or in connection with, Contractor's operations to be performed under this Contract, including, but not limited to:
- (1) Personal injury (including, but not limited to, bodily injury, emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to, any employees or agents of Contractor, County, Owner's Representative, Construction Manager, or any subcontractor, or damage to property of anyone including the work itself (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of Contractor, County, or Owner's Representative, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable;
 - (2) Penalties threatened, sought, or imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of Contractor;
 - (3) Alleged infringement of any patent rights, which may be brought arising out of Contractor's work;
 - (4) Claims and liens for labor performed or materials used or furnished to be used on the job, including all incidental or consequential damages from such claims or liens;
 - (5) Contractor's failure to fulfill any of the covenants set forth in these Contract Documents;
 - (6) Failure of Contractor to comply with the provisions of the Contract Documents relating to insurance; and,
 - (7) Any violation or infraction by Contractor of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational, health, or safety of employees.

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

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

5. **PREVAILING WAGE**

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.

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.

6. COUNTY CODE SECTION 2.37.107 TROPICAL WOOD

Any bid, proposal, or other response to a solicitation for bid or proposal which proposes or calls for the use of any tropical hardwood or tropical wood product in performance of the Contract shall be deemed non-responsive. The Contractor shall not provide any items in performance of this Contract which are tropical hardwoods or tropical hardwood products. The County of Santa Cruz urges companies not to import, purchase, obtain, or use for any purpose, any tropical hardwood or tropical hardwood product. In the event any bidder or Contractor fails to comply in good faith with any of the provisions of County Code Section 2.37.107, the bidder or Contractor shall be liable for liquidated damages in an amount equal to the bidders or Contractors net profit under the Contract, or five percent (5%) of the total amount of the Contract Sum, whichever is greater. The Contractor acknowledges and agrees that the liquidated damages assessed shall be payable to the County upon demand and may be set off against any monies due to the bidder or Contractor from any contract with the County.

7. 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 insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- (b) The Contractor shall, in all solicitations or advertisements for employees by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties.
- (c) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.

8. COUNTY CODE SECTION 2.33.010, ET SEQ. LOCAL HIRE

- (a) Santa Cruz County Code section 2.33.010, et seq., is incorporated herein by reference as though set forth in full.
- (b) Contractor promises to make a good faith effort, with the assistance of local labor union hiring halls, to hire qualified individuals who are residents of the Monterey Bay Area in sufficient numbers so that no less than fifty percent of the Contractor's total construction work force, (measured in labor work hours) including any subcontractor work force, is comprised of Monterey Bay Area residents.
- (c) Failure of any contractor or subcontractor to comply with any of its requirements shall be deemed to be a material breach of contract or subcontract.
- (d) Bidders, contractors and subcontractors shall maintain and submit records necessary for monitoring their compliance with this chapter.

9. OFF-SHORE OUTSOURCING.

By their signature to this Agreement, the CONTRACTOR certifies that any work done under this contract, either by the CONTRACTOR or any SUBCONTRACTOR, will be performed solely by workers within the United States.

10. CONTRACT TIME

The parties acknowledge that time is of the essence and the Contractor shall complete all or any designated portions of the work called for under the contract in all parts and requirements within _____ calendar days (except as modified in the technical specifications). Contract time shall begin five (5) days after the date of dispatch of the Notice to Proceed.

IN WITNESS WHEREOF, County of Santa Cruz and Contractor have caused this Agreement to be signed as of the day and year first above written.

CONTRACTOR NAME

Date: _____

By: _____

Address: _____

Phone: _____

Fax: _____

COUNTY OF SANTA CRUZ

Date: _____

By: _____

Approved as to insurances:

RISK MANAGEMENT

DATE

Approved as to form:

COUNTY COUNSEL

DATE

cc: General Services Department
[Requesting Department]

This document will be issued to the apparent Lowest Responsive Bidder in the 10 Day "Notice of Intent to Award" for the Bidder to complete and submit.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, THAT WHEREAS the County of Santa Cruz, State of California, hereinafter designated as the "Obligee," has on _____, 200__, awarded to _____ hereinafter designated as "Principal," a contract for the construction of _____ (Contract No.) _____, and

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

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

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

This bond is issued pursuant to Civil Code § 9550 et seq., inclusive, of the State of California, and shall inure to the benefit of any and all persons, companies, and corporations named in Section 3181 of said Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

This document will be issued to the apparent Lowest Responsive Bidder in the 10 Day "Notice of Intent to Award" for the Bidder to complete and submit.

PAYMENT BOND CONTINUED

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

(SEAL)

Principal

Signature for Principal

Title of Signatory

(SEAL)

Surety

Signature of Surety

Title of Signatory

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

This document will be issued to the apparent Lowest Responsive Bidder in the 10 Day "Notice of Intent to Award" for the Bidder to complete and submit.

Bond Number:
Premium:

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that WHEREAS the County of Santa Cruz, State of California, hereinafter designated as the "Obligee," has on _____, 200__, awarded to _____ hereinafter designated as the "Principal," a contract for the construction of _____ (Contract No. _____), and

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

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

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

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

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

Sample

This document will be issued to the apparent Lowest Responsive Bidder in the 10 Day "Notice of Intent to Award" for the Bidder to complete and submit.

FAITHFUL PERFORMANCE BOND CONTINUED

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

(SEAL)

Principal

Signature for Principal

Title of Signatory

(SEAL)

Surety

Signature of Surety

Title of Signatory

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



COUNTY OF SANTA CRUZ



GENERAL SERVICES DEPARTMENT

701 Ocean Street, Suite 330, Santa Cruz, Ca 95060-4073
(831) 454-2210 FAX: (831) 454-2710 TDD: (831) 454-2123
Michael Beaton - Director

Contractor – Shallow Monitoring Wells Mid-County Groundwater Basin & # 22C1-009
Date _____, 2021

Bidder: This document will be issued to the apparent Lowest Responsive Bidder

Please fill-out this questionnaire and email the completed document by _____, 2022 to:
General Services Department – **Luna Harter, Assistant Departmental Administrative Analysts at Luna.Harter@santacruzcounty.us**

CONTRACTOR QUALIFICATIONS QUESTIONNAIRE

If requested by County of Santa Cruz, bidder agrees to complete, sign and return this Contractor Qualifications Questionnaire, including all required supporting documentation, within ten (10) calendar days of date of dispatch of questionnaire by County of Santa Cruz. If bidder fails or refuses to complete the Contractor Qualifications Questionnaire, furnish all required attachments, sign the Contractor Qualifications Questionnaire, or return it to the County of Santa Cruz within ten days of County of Santa Cruz's written request, bidder may not be considered for award of the contract, and further, bidder agrees that the County of Santa Cruz may award the work to another bidder or call for new bids. In such event, the bidder shall be liable to the County of Santa Cruz for the difference between the amount of the disqualified bid and the larger amount for which the County of Santa Cruz procures the work plus all of the County of Santa Cruz's costs, damages, expenses, and liabilities.

Bidder should contact Thomas J Fakner, CCM in the General Services Department Facilities Maintenance & Projects Operations at (831) 454-4606 with questions or assistance in completing this Contractor Qualifications Questionnaire.

Bidder shall fully and completely answer each question set forth below. If necessary, attach additional sheets. Print or type each response. If your response to any question is "no" or "none," you must state "no" or "none." "Not applicable" or other similar response, will not be accepted.

1. State the full legal name of the bidder.

2. State the nature of the bidder's business entity. (Sole proprietorship, joint venture, partnership, corporation, or other [describe]).

3. State the name and address of each person or other legal entity, which has a legal or equitable ownership of ten percent (10%) or more of the bidder. For each such person or legal entity, state that person or entity's ownership interest, title and responsibilities, if any.

4. Has any person or legal entity holding a legal or equitable ownership of ten percent (10%) or more of the bidder, ever been accused of a civil violation of California Government Code section 12650, et seq., (False Claims Act)? If so, describe in detail all facts, circumstances and the outcome.

YES ____ NO ____

5. Has any person or legal entity holding a legal or equitable ownership of ten percent (10%) or more of the bidder, ever been determined by a public agency to not be a responsible bidder? If so, state the name, address and telephone number of the public agency, including the name of the agencies' contact person.

YES ____ NO ____

6. State the bidder's contractor's license number and classification:

7. State the date bidder first began business. _____

8. State any other names that bidder has used or done business under in the past five (5) years.

9. Describe in general, bidder's experience.

10. Has bidder ever failed to complete a construction contract?

YES _____ NO _____

11. Has bidder's control over a work of improvement ever been terminated?

YES _____ NO _____

12. For each Public Works Improvement project where the original contract was greater than \$100,000, for which the bidder has furnished labor, services, materials or equipment in the past five years, state: the name of each project; the contract amount for each project; the name, address and telephone number of the owner, the owner's representative and the principle designer, architect or engineer, for each project; and a general description of the work performed by bidder on each project. (You may attach additional pages if necessary.)

13. For every lawsuit or arbitration between bidder and the owner of any work of improvement, limited to such lawsuits or arbitrations initiated or completed within the past five (5) years, state the name and address of the tribunal, the matter number, the parties, a general description of the nature of the dispute, and the outcome, if any. (You may attach additional pages if necessary.)

14. Has bidder ever been charged with a felony? If so, describe in detail all facts, circumstances and the outcome, furnishing the name and address of the court in which the charge(s) were filed, including the matter name and case number. (You may attach additional pages if necessary.)

YES ____ NO ____

15. Has bidder ever been accused of a civil violation of California Government Code section 12650, et seq., (False Claims Act)? If so, describe in detail all facts, circumstances, and the outcome.

YES ____ NO ____

16. Has bidder ever been accused of presenting false claims to a public agency or public owner, as such claims are defined in California Government Code section 12650, et seq, or 31 United States Code section 3729, et seq.? If so, describe in detail all facts, circumstances, and the outcome.

YES ____ NO ____

17. Has any public agency ever determined or ruled that bidder is not a responsible bidder? If so, state the name, address, and telephone number of the public agency, including the name of the agency's contact person.

YES ____ NO ____

18. Within the past seven (7) years, has bidder ever failed to complete a public works construction project, within the time allowed by the contract, plus written agreed upon contract time extensions? If so, state the name, address and telephone number of the owner of such public works construction project including the name of the agencies' contact person, and further, describe in detail the nature of the work of improvement.

YES ____ NO ____

19. Has any surety of bidder ever paid or satisfied any claim on behalf of bidder? If so, state all facts and circumstances, including the name, address and telephone number of surety and all claimants.

YES ____ NO ____

20. Has any surety of bidder ever been called upon to complete a project of bidder? If so, state all facts and circumstances, including the name, address and telephone number of surety and all claimants.

YES ____ NO ____

21. For each project or work of improvement that bidder is either (a) currently furnishing labor, services, materials or goods, or (b) under contract to furnish labor, services, materials or goods, state: A general description of the project; the current status of the project and bidder's work thereon; the owner's name, address and telephone number; the amount of bidder's contract on such project.

22. State bidder's annual gross sales for each of the last five fiscal years.

23. CONTRACTOR MUST FURNISH: YES [] NO []

If the above YES box is check please provide the following.

Attach a current financial statement. As used herein, "current financial statement" means a balance sheet and profit and loss statement prepared and presented in a format that complies with Generally Accepted Accounting Principles (GAAP), covering a period of time that is no less than the most recent fiscal year for bidder. If bidder's most recent fiscal year ended more than six (6) months prior to the date when the Contract Documents require this Contractor Qualifications Questionnaire be completed and returned to County of Santa Cruz, then "current financial statement" shall also include an interim balance sheet and profit and loss statement covering the period of time from the end of bidder's most recent fiscal year to a period of time no greater than sixty (60) days prior to the date when the Contract Documents require this Contractor Qualifications Questionnaire be completed and returned to County of Santa Cruz.

The following certification must be signed by an owner, general partner, or officer of bidder.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CONTRACTOR QUALIFICATIONS QUESTIONNAIRE AND ATTACHMENTS, IF ANY, AND KNOW ITS CONTENTS, AND SAID CONTRACTOR QUALIFICATIONS QUESTIONNAIRE AND ATTACHMENTS, IF ANY, ARE TRUTHFUL, COMPLETE AND ACCURATE; AND THAT **COUNTY OF SANTA CRUZ** MAY REASONABLY RELY UPON THE CONTENTS AS BEING COMPLETE AND ACCURATE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES.

EXECUTED ON THE DATE INDICATED BELOW, AT THE LOCATION INDICATED BELOW.

Dated: _____

Bidder

By: (Signature)

(Printed name of signer)

(Title of signer)