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VOLUME ONE OF TWO

BID DOCUMENTS AND GENERAL CONDITIONS

MEDICAL-SURGERY 3 RENOVATION
PROJECT NO. 9600-55
BID NO. NMC-1014

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TITLE SHEET

BOARD OF SUPERVISORS
COUNTY OF MONTEREY
STATE OF CALIFORNIA

Chris Lopez, Chair
Luis Alejo
Glen Church
Chris Lopez
Wendy Root-Askew
Kate Daniels

Nancy Buscher	Interim Hospital Chief Executive Officer
Andrea Rosenberg,	Assistant Administrator Operations & Support
Brian Griffin,	Project Manager III

Approved as to Form
DocuSigned by:
Stacy Saetta
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Stacy Saetta
Deputy County Counsel

Approved as to Fiscal Terms
DocuSigned by:
Patricia Ruiz
E79EF04E57454F0...
Enedina Garcia
Auditor-Controller

MEDICAL-SURGERY 3 RENOVATION
BUILDING 500
PROJECT NO. 9600-55
BID NO. NMC-1014

The current General Prevailing Wage determined by the State of California Director of Industrial Relations is on file with the Monterey County Department of Public Works Facilities and Parks

1441 SCHILLING PLACE-SOUTH, 2ND FLOOR
SALINAS, CALIFORNIA 93901-2438
(831) 755-4800

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C- Preliminary Project Schedule, dated July 15, 2025

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Notice to Bidders

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SIGNATURE SHEET

PROJECT MANUAL

MEDICAL-SURGERY 3 RENOVATION
BUILDING 500
PROJECT NO. 9600-55
BID NO. NMC-1014

The drawings and specifications were prepared by HGA Architects, Inc, under the direct supervision of Anna Kempf, AIA

.

Signature Date

DocuSigned by:
Anna Kempf
2192D75C919F49B...

Affix stamp below

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PROJECT CONTACTS

MEDICAL-SURGERY 3 RENOVATION
BUILDING 500
PROJECT NO. 9600-55
BID NO. NMC-1014

OWNER

COUNTY OF MONTEREY
NATIVIDAD MEDICAL CENTER
ATTN: BRIAN GRIFFIN | PROJECT MANAGER
1441 CONSTITUTION BLVD, SALINAS, CA 93906
T 831.783.2605 |
GRIFFINB@NATIVIDAD.COM

ARCHITECT

HGA
222 SUTTER STREET, SUITE 500
SAN FRANCISCO, CALIFORNIA 94108
MAIN 415.814.6910 | DIRECT 415.624.6631
AKEMPF@HGA.COM | HGA.COM

INTERIOR DESIGN

GALLUN SNOW
1900 GRANT STREET., SUITE 750, DENVER, CO 80203
MAIN 303.433-9500
COURTNEY MCNAUL | DESIGNER | LEED AP
DIRECT 720.407.6016
CMCNAUL@GALLUNSNOW.COM

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INSTRUCTIONS TO BIDDERS

Division 002000

This "Instructions to Bidders" is intended to assist bidders in the preparation of their bids. If there is any inconsistency between the terms herein and any of the other Contract Documents, the terms in the other Contract Documents shall prevail.

1. Notice To Bidders/Invitation to Submit Bids

County of Monterey (County) invites bids to be submitted at such time and place stated in the Notice to Bidders. **The Notice to Bidders is advertised in a newspaper of general circulation and is posted as a separate document on the County** Natividad Medical Center (NMC) **website, project page.** This "Instructions to Bidders" is intended to assist bidders in the preparation of their bids. If there is any inconsistency between the terms herein and any of the other Contract Documents, the terms in the other Contract Documents shall prevail.

2. Examination of Site, Bidding and Contract Documents

Project specifications, drawings, and other Contract Documents may be examined at NMC, 1441 1441 CONSTITUTION BLVD , BUILDING 900, SALINAS, CALIFORNIA 93906, TELEPHONE NO. (831)755-4220. Also, Project documents may be viewed, downloaded, and printed **for free** directly from County Contracts/Purchasing Solicitation Center – Active RFP/RFQs page https://www.publicpurchase.com/gems/montereyconatividad,ca/buyer/public/home and select the project "Medical-Surgery 3 Renovation Project No. 9600-55 Bid No. NMC-1014".

Alternately, contact Engineering Department 1441 Constitution Blvd, Building 900, Salinas, California 93906 to obtain files on a flash drive for a nonrefundable fee of $5.

Each bidder shall become fully acquainted with the conditions relating to the construction and labor in order to understand fully the facilities, difficulties, and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and become familiar with the plans, specifications, working details, and existing conditions. The failure or omission of any bidder to receive or examine any Contract Documents, form, instrument, addendum, or other document, or to visit the site and become acquainted with conditions there existing shall in no way relieve such bidder from obligations with respect to such bid or to the contract. Submission of a bid shall be taken as prima facie evidence of compliance with this section.

3. Mandatory Bidders' Meeting

If a mandatory bidders' meeting is required in the Notice to Bidders, then a qualified representative of the bidder's firm must attend at the stated time and place. Failure to attend will be cause for rejection of the bid. Any bid received from a bidder who did not fully attend the mandatory bidders' meeting at the stated time and place will be returned unopened. "Fully attend" means attending the entire meeting from start to finish; late arrivals and early departures may be cause for rejection of the bid.

4. Contractor's License

Each bidder must be licensed to perform the project in accordance with the provisions of Contractors' State Licensing Law, Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code, and in accordance with the Notice to Bidders. Contractor's license number and expiration date of the license shall appear on the bid. The classification of Contractor's

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License required for this project is "A" – General Engineering Contractor or "B" - General Building Contractor.

5. Contractor Registration with the Department of Industrial Relations

Attention is directed to Department of Industrial Relations (sometimes referred to as "DIR") Contractor registration for public works projects. Pursuant to Labor Code Section 1771.1(a), a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4101 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1(a) for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the contract is awarded.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. For Contractor Registration, go to: http://www.dir.ca.gov/Public-Works/PublicWorks.html.

6. Preparation of Bid Form

All bids must be submitted on the prescribed form. All blanks in the bid form must be appropriately filled in, and all prices must be stated in both words and figures, with the lump sum for which the bid is made. All bids must be submitted in sealed envelopes bearing on the outside the bidder's name and address, the name of the project, the bid date and time, and the bid package number for which the bid is submitted. It is the sole responsibility of the bidder to see that the bid is received at the proper place and in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. Bidder's failure to submit all required documents strictly as required entitles County to reject the Bid as nonresponsive. All Bidders must submit Bids containing each of the fully executed documents supplied in this Project Manual.

7. Erasures

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid, in the named person's own handwriting.

8. Modifications

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in County's rejection of the bid as not being responsive to the notice to bid. No oral or telephonic modification of any bid submitted will be considered.

9. Signature

The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid. An original signature is required.

10. Interpretation of Plans and Documents

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If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other Contract Documents, or finds discrepancies in or omissions from the plans and specifications, he/she may submit to County a written request for an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by official project Q&A (questions/answers) and corresponding addendum duly issued by County, and a copy of such will be posted on the County Contracts/Purchasing Solicitation Center – Active RFP/RFQs page at http://www.natividad.com/about-us/vendors under the Project title indicated above which reads as follows, "MEDICAL-SURGERY 3 RENOVATION - BID NO. NMC-1015". No oral interpretation of any provision in the Contract Documents will be made.

11. Bidding Questions

All questions regarding the project during the bidding process must be made in writing to the attention of the designated project bidding coordinator via E-mail, or United States Postal Service (U.S.P.S.) mail. Contact information is listed in the Notice To Bidders, posted on the County Contracts/Purchasing Solicitation Center – Active RFP/RFQs page: http://www.natividad.com/about-us/vendors. No telephone or verbal questions will be accepted. QUESTIONS RECEIVED AFTER THE DEADLINE LISTED IN THE NOTICE TO BIDDERS WILL NOT BE ACCEPTED. Answers to all questions and any addendum regarding the project will be posted on the Project Page listed above.

Addenda may also be issued to modify the Bidding Documents as deemed advisable by County. Addenda shall be acknowledged by number in Division 003000 (Bid Form) and shall be part of the Contract Documents. A complete listing of Addenda may be secured from County.

12. Bid Security

Each bid shall be accompanied by bidder's security in the form of cash, a certified or cashier's check payable to County, or a satisfactory Bid Bond in the form included in this bid book (Division 004400) in favor of County executed by the bidder as principal and a satisfactory corporate surety authorized to do business in the State of California as an admitted surety insurer, in an amount not less than ten percent (10%) of the total bid amount. The security shall be given as a guarantee that, if the contract is awarded to the bidder, the bidder will execute the contract, provide any required insurance certificates, and provide any payment and performance bonds required by the contract within ten (10) days after the bidder receives the Notice of Intent to Award letter. After ten (10) days, if the executed agreement, proper bonds and insurance documents are not submitted by the lowest responsive bidder, County has the right to determine that bid non-responsive and contact the second lowest responsive bidder.

13. Contractor's Qualifications

Each bid shall be accompanied by a list of the Contractor's Qualifications. To qualify, the General Contractor must have previous experience with:

A. The Bidder shall have successfully completed, as the prime contractor, at least two (2) HCAI/OSHPD 1 permitted construction projects within the last five (5) years**,** each with **a** construction contract value of not less than Seven Hundred Fifty Thousand Dollars ($750,000)**.** Each project must have involved construction within occupied patient care areas and been performed under HCAI-approved phased occupancy or phased

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construction, allowing portions of the healthcare facility to remain fully operational while construction activities were ongoing.

For purposes of this qualification, occupied patient care areas include, but are not limited to, inpatient nursing units, intensive care units, emergency departments, operating rooms, diagnostic and treatment areas, pharmacies, imaging departments, laboratories, lobbies, clinical spaces where patient care or public access continued during construction.

The Bidder shall demonstrate experience coordinating construction activities in an active healthcare environment, including maintaining patient, staff, and visitor safety; complying with HCAI requirements; implementing Interim Life Safety Measures (ILSM) and Infection Control Risk Assessment (ICRA) procedures, as applicable; minimizing disruption to hospital operations; coordinating utility shutdowns; controlling noise, vibration, and dust; and maintaining continuous access to critical healthcare services throughout the duration of the project.

14. Major Subcontractor's Qualifications

The following major subcontractors: HVAC, Plumbing, Fire Protection, Electrical, Fire Alarm, Drywall, and Suspended Ceilings, shall have previous experience with:

A. HCAI/OSHPD 1 permitted projects involving occupied patient care areas that consisted of HCAI-approved phased occupancy of completed spaces. Occupied patient care areas include, but are not limited to, nursing units, diagnostic and treatment areas, pharmacies, waiting areas, lobbies, and other public access spaces.

Each bid shall be accompanied by a list of qualifying projects for each of the listed subcontractors, including: project name, owner, project location, brief project scope description, overall construction contract value, whether the project included HCAI-approved phased construction, and the current name, phone number, or email address of the Owner's Representative or facility contact.

15. Listing Subcontractors

Each bidder shall submit with the sealed bid a list of the proposed Subcontractors for the Project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.). Forms for this purpose are furnished with the Contract and bid documents. This includes all Subcontractors performing work in an amount in excess of one half of one percent of the prime Contractor's total bid. All information is required. Effective July 2014, AB44 specifically requires that the California Contractor license number of each Subcontractor be provided.

16. Prevailing Wage

The Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. Copies of the prevailing rate of per diem wages are on file and shall be made available to any interested party on request at PWFP located at 1441 SCHILLING PLACE SOUTH, SECOND FLOOR, SALINAS, CALIFORNIA 93901-2438. It shall be mandatory upon Contractor to whom the

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Contract is awarded, and upon any Subcontractor under Contractor, to pay not less than said specified rates to all workers employed by them in the execution of the Contract.

17. Workers' Compensation Certificate

In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of Workers' Compensation Insurance to its employees. The following certificate, which such form is included as part of the Contract Documents, shall accompany each bid:

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

18. Good Faith Effort to Employ Residents of Monterey Bay Area:

In accordance with Section 5.08.120 of the Monterey County Code (MCC), all Contractors and Subcontractors providing work, laborers, or material suppliers on the Project shall make a good faith effort to employ qualified individuals who are, and have been for at least one (1) year out of the past three (3) years prior to the opening of bids, residents of the Monterey Bay Area in sufficient numbers so that no less than fifty percent (50%) of Contractor's total construction work force, on the Project, including any Subcontractor work force (with exception of specialty Subcontractor items identified in the bid items) measured in labor work hours is comprised of Monterey Bay Area residents. A certification form relating to compliance with Section 5.08.120 is furnished with the bid documents. Bidder must complete the certification form and submit the certification form with the sealed bid. The Board of Supervisors of the County of Monterey may deem your bid nonresponsive for failure to abide by the good faith local hiring provisions of MCC Section 5.08.120.

If any Contractor submitting a bid for a Contract for Public Works of Improvement fails to abide by the good faith local employment provisions of this Section, Contractor may be declared by the Board to be a nonresponsive bidder for purposes of this Chapter. If a Contractor lists in his or her bid a Subcontractor who is currently disqualified under the terms of MCC Section 5.08.120, the Board may declare said Contractor to be a nonresponsive bidder for purposes of MCC Chapter 5.08. If the Board finds that a Contractor to whom a Contract for a Public Work of Improvement has been awarded has failed to comply with the good faith employment provisions of MCC Section 5.08.120 during the performance of the Contract, the Board may disqualify Contractor from bidding on any County Contract for a Public Work of Improvement for a period of one (1) year from the date of the Board's disqualification. A subsequent violation of MCC Section 5.08.120 by a Contractor may result in disqualification by the Board for a period of three (3) years from the date of the subsequent disqualification.

"Resident of Monterey Bay Area" means a person who resides within the boundaries of Monterey County, Santa Cruz County, or San Benito County.

A "good faith effort" means Contractor will take the following or similar actions to recruit and maintain Monterey Bay Area residents as part of the construction work force:

- Contact local recruitment sources, including local hiring halls, to identify qualified individuals who are Monterey Bay Area residents;
- Advertise for qualified Monterey Bay Area residents in trade papers, electronic/″on-line″ sources, and newspapers of general circulation in the Monterey Bay Area, unless time limits imposed by County do not permit such advertising;

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- If portions of the work are to be performed by Subcontractors, identify qualified Subcontractors whose work force includes Monterey Bay Area residents; and
- If current work force does not exceed the fifty percent (50%) local employment requirement, develop a written plan to recruit Monterey Bay Area residents as part of the construction work force.

Contractor shall keep an accurate record on a standardized form showing the name, place of residence trade classifications, hours worked, proof of journeyperson or apprenticeship status, per diem wages and benefits of each person employed by Contractor, Contractor's Subcontractors on the Project, including full-time, part-time, permanent, and temporary employees, and make sure records are available to County with submission of final certified payroll records prior to final payment.

Contractor shall keep, and provide to County, on standardized forms acceptable to County, an accurate record documenting compliance with this provision. Said records shall include a listing by name and business address of all local recruitment sources contacted by the Contractor, the date of the local recruitment contact and the identity and business address of the person contacted, the trade and classification and number of hire referrals requested, the number of local hires employed as a result of the Contract, and the residence address of the person(s) employed pursuant to the contact.

At the conclusion of the Project, and at other intervals as may be deemed appropriate by Construction Manager, Contractor shall provide a summary report of the percentage of actual labor work hours performed by Monterey Bay Area residents on the Project.

Contractors and Subcontractors are referred to the provisions of MCC Section 5.08.120 and the rules, regulations, and procedures adopted to implement MCC Section 5.08.120, which are online at http://library.municode.com/index.aspx?clientId=16111 and incorporated by this reference.

19. Bidders Interested in More Than One Bid

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one (1) bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal.

20. Withdrawal of Bids

Any bidder may withdraw their bid either personally, by submitting a written request or telefaxed request to the County, at any time prior to the scheduled closing time for receipt of bids.

21. Determination of Apparent Low Bidder

County will open each Bidder's Envelope at the time and place indicated in the Notice to Bid, initially evaluate them for responsiveness and determine an Apparent Low Bidder as specified herein. Apparent Low Bidder will be determined from the total amount of the Base Bid and all Bid alternates. All Bidders are required to submit Bids on all Bid items.

If Apparent Low Bidder is determined to be nonresponsive or non-responsible, then County may proceed to the next Apparent Low Bidder's Bid pursuant to any procedures determined in its reasonable discretion and proceed for all purposes as if this Apparent Low Bidder were the original

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Apparent Low Bidder.

22. Evaluation of Bids

County may conduct reasonable investigations and reference checks of Bidders and other persons and organizations as County deems necessary to assist in the evaluation of any Bid and to establish Bidder's responsibility, qualifications, financial ability and ability to perform the Work in accordance with the Contract Documents to County's satisfaction within the prescribed time. Submission of a Bid constitutes Bidder's consent to the foregoing:

County shall have the right to consider information provided by sources other than Bidder. County shall also have the right to communicate directly with Bidder's Surety regarding Bidder's bonds. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.

Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of County made as part of Bid evaluation process after submission of Bid.

23. Evidence of Responsibility

Upon request of County, a bidder whose bid is under consideration for the award of the Contract shall submit promptly to County satisfactory evidence showing the bidder's financial resources, construction experience, and organization available for the performance of the Contract, and upon written request, shall furnish County a complete copy of its estimate and all appropriate backup information and supporting documents. County may utilize this information as a basis for determining that a Contractor is not responsible and, therefore, award the Contract to the next lowest responsible and responsive bidder.

24. Reservation of Rights

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

25. Award of Contract

County reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the Contract, if made by County, will be to the lowest responsible and responsive bidder. The lowest bidder for the Project will be determined from the total amount of the Base Bid and all Bid alternates.

26. Documents required upon receipt of Notice of Conditional Award letter

Within ten (10) days after the bidder receives the Notice of Conditional Award letter, the successful bidder shall, in conformity with the Contract Documents, submit the following documents, including the number of originals required in the Supplementary Conditions:

- Executed Agreement (Division 005000);
- A Performance Bond and a Payment Bond, each in an amount equal to one hundred percent of the Contract Sum, issued and executed by an admitted surety insurer, authorized to transact

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surety insurance in California (Division 006000 and 006100);
- Insurance certificates showing that the successful bidder has obtained all required insurance coverage including endorsements;
- Printout showing active registration of Contractor and all Subcontractors with the Public Works Contractor Registration (online registration https://efiling.dir.ca.gov/PWCR/Search); and
- Such other documents as may be required by the Contract Documents.

27. Bid Security Return

The bid security shall be returned to the bidders promptly after a decision is made whether to accept a bid or reject all bids, except that if a Contract award is to be made, the bid security of three or more of the lowest bidders (the number being at the discretion of County) will be held for sixty (60) days after notice of award is received by the successful bidder or until the successful bidder returns the executed Agreement and posts the required bonds and certificates of insurance, whichever occurs first. If the successful bidder returns the required documents on time, all the remaining bid security will be returned.

28. Bid Protests - Who can file a protest?

Only Bidders who the County otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered. In order to determine whether a protesting Bidder is responsive and responsible, County may evaluate all information contained in any protesting Bidder's Bid and conduct the same investigation and evaluation as County is entitled to take regarding an Apparent Low Bidder.

Requirements for Filing a Protest

Bidders who wish to lodge a protest as to the award of the bid must do so before 5 p.m. of the fifth business day following the issuance of the Notice of Intent to Award letter. Failure to timely file a written protest shall constitute a waiver of right to protest. Untimely protests will not be accepted or considered. Bid protests must be submitted, in writing, to: County of Monterey, Natividad Medical Center TO THE ATTENTION OF BRIAN GRIFFIN, PROJECT MANAGER, 1441 CONSTITUTION BLVD, SALINAS, CALIFORNIA 93906. Protests may be hand-delivered or sent via certified United States Postal Service (U.S.P.S.) mail, or E-mailed to the attention of Project Manager at petrutiua@countyofmonterey.gov. Bid protests must include the Project name and Bid number; a complete statement describing the basis for the bid protest, including a detailed statement of all legal and factual grounds for the protest; any documentation supporting the protestor's grounds for the protest; and the form of relief requested and legal basis for such relief. The party lodging the protest must also include their contact information including mailing address, telephone number, and E-mail address.

If a valid protest is timely filed, NMC shall investigate the bid protest. The protested party shall have three (3) business days to respond to any requests to provide additional information from NMC. The procedure and time limits set forth in this Section are mandatory and are Bidder's sole and exclusive remedy in the event of Bid protest. Bidder's 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 legal proceedings. A Bidder may not rely on a protest submitted by another Bidder but must timely pursue its own protest.

County Response to Protests Received

NMC shall respond to the protesting party, in writing, stating its findings. The NMC Project

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Manager or designee shall submit a summary of bid protests received and make a recommendation to the Board of Supervisors regarding the bid protest(s).

29. Award and Execution of Contract

Notice of Award and Submittal of Executed Contract Documents

If Contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. County will issue Notice of Conditional Award. Such Award, if made, will be made within sixty (60) days after the opening of the Bid Proposals.

Failure to Execute and Deliver Documents

If Bidder to whom Contract is awarded, within the period described in this Division 002000, fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, County may, in its sole discretion, rescind the award, recover on Bidder's Surety Bond, or deposit Bidder's cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract Documents. Bidder agrees that calculating the damages County may suffer as a result of Bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of County's damages.

Upon such failure to timely deliver all required Contract Documents as set forth herein, County may determine the next Apparent Low Bidder and proceed accordingly. Such Award, if made, will be made within ninety (90) days after the opening of the Bid Proposals.

30. General Conditions and Other Requirements

Modification of Commencement of Work

County expressly reserves the right to modify the date for the Commencement of Work under the Contract and to independently perform and complete work related to Project. County accepts no responsibility to Contractor for any delays attributed to its need to complete independent work at the Site.

Performance Bond

County shall have the right to communicate directly with Apparent Low Bidder's proposed Performance Bond Surety, to confirm the Performance Bond.

Conformed Project Manual

Following Award of Contract, County may prepare a conformed Project Manual reflecting Addenda issued during bidding, which will, failing objection, constitute the approved Project Manual.

Failure to meet any or all of the above criteria may be cause for rejection of the bid.

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BID FORM

Division 003000

MONTEREY COUNTY BOARD OF SUPERVISORS

MAILING ADDRESS		PO BOX 1728, SALINAS, CALIFORNIA 93902
PHYSICAL ADDRESS		168 W ALISAL STREET, FIRST FLOOR, SALINAS, CALIFORNIA 93901

MEDICAL-SURGERY 3 RENOVATION
BUILDING 500
PROJECT NO. 9600-55
BID NO. NMC-1014

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

_____

TELEPHONE NUMBER: _____

_____

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BID FORM

MEDICAL-SURGERY 3 RENOVATION
BUILDING 500
PROJECT NO. 9600-55
BID NO. NMC-1014

TO: BOARD OF SUPERVISORS OF THE COUNTY OF MONTEREY

1. Pursuant to and in compliance with your Notice to Bidders inviting formal bids and with the other documents relating thereto, the undersigned bidder, having become familiar with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, the Project Plans and Specifications, and the other Contract Documents, hereby proposes and agrees to perform within the time stipulated and to provide and furnish any and all labor, materials, equipment, transportation, utilities, and services necessary to perform the Contract and complete in a workmanlike manner all of the work required in connection with the above Project**,** all in strict conformity with the Drawings and Specifications and other Contract Documents, including Addenda nos. ___, ___, ___, ___, and ___, for the sum hereinafter stated (in the event of a discrepancy between the words and figures, the amount in words will govern):

2. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the County of Monterey ("County") in the form included in the Contract Documents, Division 005000 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.

3. Bidder accepts all of the terms and conditions of the Contract Documents, Appendices, and Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60**) Days after the day of Bid opening.**

4. Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, analysis and given notices regarding the Project and the Site.

5. Bidder has given the County prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents, Appendices, and as-built Drawings and actual conditions and the written resolution thereof through Addenda issued by the County is acceptable to Contractor.

6. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

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<u>BASE BID</u>: ALL WORK AS NOTED IN DRAWINGS AND SPECIFICATIONS INCLUDING SITE WORK, DEMOLITION AS REQUIRED, CONSTRUCTION OF REFRESHING EXISTING MEDICAL-SURGICAL INPATIENT UNIT. LEVEL 3 OF NATIVIDAD MEDICAL CENTER HOSPITAL, BRINGING UNIT UP TO OTHER RECENTLY UPGRADED UNITS, AS FOLLOWS: ADDING CHARTING STATIONS TO EACH PATIENT ROOM AND HALLWAY STATIONS, (2), CONVERTING SELECT GROUP OF PRIVATE ROOMS TO SEMI-PRIVATES, UPGRADING LIGHTING AT PATIENT HEADWALLS (TO SUPPORT #2), UPGRADING FINISHES AT TOILET ROOMS (INCLUDING MAKING THREE TOILET-SHOWER ROOMS ACCESSIBLE), UPGRADING FINISHES TO PATIENT ROOMS AND SELECT PORTIONS OF PUBLIC CORRIDORS AS DESCRIBED WITHIN SCOPE OF CONTRACT DOCUMENTS.

ALLOWANCES:
As described in Section 012100-Allowances the Base Bid includes:
ALLOWANCE #1: Discovered Conditions
☒ INCLUDED IN THE BASE BID

TWO HUNDRED AND FIFTY THOUSAND Dollars

$ 250,000.00

BASE BID:

$ Dollars

$

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TABLE OF UNIT COSTS

Item	*Description*	*Unit*	*Cost/unit*
1.	**Unit price per ton** for class 2AB, delivered, spread, and compacted.		
2.	**Unit price per ton** for off haul of existing soil (non-hazardous) to meet required compaction.		
3.	**Unit price per lineal foot** for 12" continuous wall backing.		

7. Determination of lowest responsible bidder – In accordance with Public Contract Code Section 20103.8(a). determination of lowest bidder will be based upon the total amount of the Base Bid and all Bid alternates. The Contract will then be awarded to the Bidder submitting the lowest amount, if it is awarded. Unit pricing provided by the bidder, if any, shall be incorporated in the Agreement, and shall be the basis for calculating any costs involving changes to the work.

8. The undersigned has checked all above figures carefully and understands that County will not be responsible for any errors and omissions on the part of the undersigned in making this bid.

9. It is understood that County reserves the right to reject any and all bids or waive any informalities or irregularities in any bids or in the bidding.

10. This bid shall remain valid and will not be withdrawn by the undersigned bidder for a period of sixty (60) days from the date prescribed for opening of this bid without the written consent of County.

11. Attached hereto are the following:

a) List of Subcontractors;
b) Non-Collusion Declaration;
c) Workers' Compensation Insurance Certificate;
d) Iran Contracting Act Certification;
e) Contractor's Certification of Good-Faith Effort to Employ Monterey Bay Area Residents;
f) Statement of Bidder's Qualifications
g) Written Plan to Recruit Monterey Bay Area Residents, when applicable;
h) Required bidder's security in an amount not less than ten percent (10%) of the base bid amount;
i) Bidder Certifications; and
j) Acknowledgment of Addenda, if any.

12. If this bid is accepted by County, then the undersigned shall, within ten (10) days after receipt of the Notice of Conditional Award letter, execute and deliver to County (a) a Contract in the form set forth in the Contract Documents on which this bid is based, (b) a Payment Bond for Public Works, as required by the Contract Documents, (c) a Performance Bond, as similarly required, (d) an Insurance Certificate, as similarly required and (e) printout showing active registration of Contractor and all Subcontractors with the Public Works Contractor Registration (online

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registration https://efiling.dir.ca.gov/PWCR/Search). The undersigned will thereafter commence and complete the Work within the time required by the Contract Documents.

13. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Division 007100 (General Conditions) and to complete all Work within the time specified in Division 005000 (Agreement). The undersigned Bidder acknowledges that the County has reserved the right to delay or modify the commencement date. The undersigned Bidder further acknowledges County has reserved the right to perform independent Work at the Site, the extent of such Work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other Work in accordance with the requirements of the Contract Documents.

14. The undersigned Bidder agrees that, in accordance with Division 007100 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Division 005000 (Agreement) shall be as set forth in Division 005000 (Agreement) and Division 002000 (Instructions to Bidders).

15. Notice of acceptance and any requests for additional information shall be addressed to the undersigned at the following address:

COUNTY OF MONTEREY
NATIVIDAD MEDICAL CENTER
BRIAN GRIFFIN, PROJECT MANAGER
1441 CONSTITUTION BLVD
SALINAS, CALIFORNIA 93906

16. The names of all persons interested in the foregoing proposal as principals are as follows:

Name	Title
Name	Title
Name	Title

IMPORTANT NOTICE: If the bidder or other interested person is a corporation, state the legal name of the corporation, and the names of the president, vice president, secretary, assistant secretary, treasurer, assistant treasurer, and chief financial officer thereof; if a limited liability corporation (LLC), state the legal name of the LLC and the names of two (2) managers thereof; if a partnership, state the name of the firm and the names of all the individual partners composing the firm; if the bidder or other interested person is an individual, state the first and last names in full and give all fictitious names under which the individual does business.

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17. By execution of this bid, the undersigned bidder declares that he or she is a contractor licensed in accordance with the Contractors' State License Law, as follows:

Classification: _____

License number: _____

Expiration date: _____

18. In the event the bidder to whom Notice of Intent to Award letter is given fails or refuses to post the required bonds and insurance and return the executed copies of the agreement form within ten (10) days from the date of receiving the Notice of Intent to Award letter, County may declare the bidder's security forfeited as damages and contract with the second lowest bidder.

19. Pursuant to section 7103.5(b) of the Public Contract Code, in submitting a bid to County, the bidder offers and agrees that if the bid is accepted, it will assign to County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

Dated _____

Bidder's Business Name _____

By

Principal Signature _____

Principal Name (Print) _____

Principal Title (Print) _____

By

Principal Signature _____

Principal Name (Print) _____

Principal Title (Print) _____

(Corporate Seal)

NOTE: ***If bidder is a corporation, the full legal name of the corporation shall be set forth above together with the signatures of two (2) authorized officers per California Corporations Code Section 313 and the document shall bear the corporate seal; if bidder is a Limited Liability Company (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers; if bidder is a partnership, the full name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and, if bidder is a sole proprietorship owned and run by one individual, his/her name and signature shall be placed and dated above.***

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LIST OF SUBCONTRACTORS

Division 003500

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4 [commencing with section 4100], Part 1, Division 2 of the Public Contract Code) and any amendments thereto, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract 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 of the prime contractor's total bid, and (b) the portion of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. The term "portion of work" refers to the type of work. The prime contractor has up to 24 hours from the time of the bid opening to submit a revised listing to correct any inadvertent error in the required subcontractor license information.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of the work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, he/she/it shall be deemed to have agreed that he/she/it is fully qualified to perform that portion himself/herself/itself, and that he/she/it shall perform that portion himself/herself/itself.

No prime contractor whose bid is accepted shall: (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his/her/its original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

Bidder's Business Name: _____

By: _____

Print Name: _____

Print Title: _____

Date: _____

☐ **Check this box if no subcontractors are required to be listed for work or labor to be performed or**

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services to be rendered. Otherwise provide <u>all</u> requested information below. Assembly Bill No. 44 requires name/location of business/CALIFORNIA contractor's license of all subcontractors

Portion (Type) of Work	Subcontractor Name/ License Number & Expiration Date	Subcontractor's Location of Place of Business

(This form may be duplicated as necessary)

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CONTRACTOR'S QUALIFICATIONS

Section 003600

In the form following, provide information on prior qualifying projects. To qualify, a General Contractor must have previous experience with:

A. The Bidder shall have successfully completed, as the prime contractor, at least two (2) HCAI/OSHPD 1 permitted construction projects within the last five (5) years**,** each with **a** construction contract value of not less than Seven Hundred Fifty Thousand Dollars ($750,000)**.** Each project must have involved construction within occupied patient care areas and been performed under HCAI-approved phased occupancy or phased construction, allowing portions of the healthcare facility to remain fully operational while construction activities were ongoing.

For purposes of this qualification, occupied patient care areas include, but are not limited to, inpatient nursing units, intensive care units, emergency departments, operating rooms, diagnostic and treatment areas, pharmacies, imaging departments, laboratories, lobbies, clinical spaces where patient care or public access continued during construction.

The Bidder shall demonstrate experience coordinating construction activities in an active healthcare environment, including maintaining patient, staff, and visitor safety; complying with HCAI requirements; implementing Interim Life Safety Measures (ILSM) and Infection Control Risk Assessment (ICRA) procedures, as applicable; minimizing disruption to hospital operations; coordinating utility shutdowns; controlling noise, vibration, and dust; and maintaining continuous access to critical healthcare services throughout the duration of the project.

The Prime Contractor shall have up to twenty-four (24) hours from the time of bid opening to submit a revised listing solely to correct any inadvertent error in the required subcontractor license information.

Bidder's Business Name: _____

By: _____

Print Name: _____

Print Title: _____

Date: _____

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PUT A CHECK MARK IN COLUMN IF HCAI/OSHPD PERMITTED, GREATER THAN $750 THOUSAND, OR HCAI/OSHPD PHASED PROJECT

PROJECT NAME AND DESCRIPTION	OWNER CONTACT	OSHPD PERMITTED	> $750 tHOUSAN	PHASEED

(This form may be duplicated as necessary)

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MAJOR SUBCONTRACTOR'S QUALIFICATIONS

Section 003700

In the form following, provide information on prior qualifying projects. To qualify, a Major Subcontractor must have previous experience with:

A. HCAI/OSHPD 1 permitted projects involving occupied patient care areas that consisted of HCAI-approved phased occupancy of completed spaces. Occupied patient care areas include, but are not limited to, nursing units, diagnostic and treatment areas, pharmacies, waiting areas, lobbies, and other public access spaces.

Each bid shall be accompanied by a list of qualifying projects, including: project name, owner, project location, brief project scope description, overall construction contract value, whether the project included HCAI-approved phased construction, and the current name, phone number, or email address of the Owner's Representative or facility contact. The Prime Contractor shall have up to twenty-four (24) hours from the time of bid opening to submit a revised listing to correct any inadvertent error in the required subcontractor license information.

Bidder's Business Name: _____

By: _____

Print Name: _____

Print Title: _____

Date: _____

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PUT A CHECK MARK IN COLUMN IF HCAI/OSHPD PERMITTED, OR HCAI/OSHPD PHASED PROJECT

TRADE:_____

SUBCONTRACTOR NAME:_____

PROJECT NAME AND DESCRIPTION	OWNER CONTACT	OSHPD PERMITTED	PHASEED

(This form may be duplicated as necessary)

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

(Public Contract Code Section 7106)
Division 004000

The undersigned declares:

I am the _____ of _____ the party making the foregoing bid.

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

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

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

Signature: _____

Print Name: _____

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CONTRACTOR'S CERTIFICATE AS TO WORKERS' COMPENSATION INSURANCE

(Labor Code Section 1861)
Division 004100

Labor Code Section 3700 provides, in relevant part:

> "Every employer except the state shall secure the payment of compensation in one or more of the following ways:
>
> (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
>
> (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for 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.

Dated: _____

Bidder's Business Name: _____

By: _____

Print Name: _____

Print Title: _____

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IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Section 2204)

DIVISION 004200

Pursuant to Public Contract Code (PCC) Section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of $1,000,000 or more.

You must complete one of the following two paragraphs with your bid submittal. To complete paragraph 1, check the corresponding box and complete the certification for paragraph 1. To complete paragraph 2, check the corresponding box and attach a copy of the written permission from the County with your bid.

☐ 1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to PCC 2203(b), and we are not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below, certify under penalty of perjury, that I am duly authorized to legally bind the proposer/bidder to the clause in paragraph 1. This certification is made under the laws of the State of California.

Company Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of _____ in the State of _____*

OR

☐ 2. We have received written permission from the County to submit a bid or proposal pursuant to PCC 2203(c) or (d). A copy of the written permission from the County is attached hereto.

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CONTRACTOR'S CERTIFICATION OF GOOD-FAITH EFFORT TO EMPLOY MONTEREY BAY AREA RESIDENTS

(Monterey County Code Section 5.08.120)
Division 004300

I CERTIFY THAT I am aware of the provision of Monterey County Code Section 5.08.120.

Monterey County Code Section 5.08.120 provides, in relevant part:

A. General Provisions. All County contracts for public works of improvement shall contain provisions pursuant to which the contractor shall make a good-faith effort to employ qualified individuals who are, and have been for at least one (1) year out of the past three (3) years prior to the opening of bids, residents of the Monterey Bay Area in sufficient numbers so that no less than fifty percent (50%) of the contractors total construction work force, on that particular contract, including any subcontractor work force (with exception of specialty subcontractor items identified in bid items) measured in labor work hours, is comprised of Monterey Bay Area residents.

B. Non-responsive Bidder Declaration: Enforcement. If any contractor submitting a bid for a contract for public works of improvement fails to abide by the good-faith local employment provisions of this Section, Contractor may be declared by the Board to be a non-responsive bidder for purposes of this Chapter. If a contractor lists in his or her bid a subcontractor who is currently disqualified under the terms of this Section, the Board may declare said contractor to be a non-responsive bidder for purposes of this Chapter. If the Board finds that a contractor to whom a contract for public works of improvement has been awarded has failed to comply with the good-faith employment provisions of this Section during the performance of the contract, the Board may disqualify Contractor from bidding on any County contract for public works of improvement for a period of one (1) year from the date of the Board's disqualification. A subsequent violation of this Section by a contractor may result in disqualification by the Board for a period of three (3) years from the date of the subsequent disqualification.

C. Binding on Subcontractors. Every contractor entering into a contract for public works of improvement subject to the provisions of this Section shall include in each and every subcontract for work, laborers, or material supplier relating to the project the requirement that the subcontractor shall make a good-faith effort to employ qualified individuals who are, and have been for at least one (1) year out of the past three (3) years prior to the opening of bids, residents of the Monterey Bay Area. If the Board finds that any subcontractor has failed during the performance of the subcontract to comply with this Section, the Board may disqualify said subcontractor from submitting or being listed in any bid for any County contract for public works of improvement for a period of one (1) year from the date of the Board's disqualification. A subsequent violation by a subcontractor may result in disqualification by the Board for a period of three (3) years from the date of the subsequent disqualification.

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I FURTHER CERTIFY AS FOLLOWS (check the box that applies):

☐ I CERTIFY that at least fifty percent (50%) of the total construction work force on the project, including any subcontractor work force, measured in labor work hours, will be comprised of qualified individuals who to the best of my knowledge are, and have been for at least one (1) year out of the past three (3) years prior to the effective date of the opening of bids, residents of the Monterey Bay Area. Evidence that I will comply with this requirement is as follows (please use additional pages to provide supporting evidence and/or documentation, as necessary):

_____

_____

_____

☐ I CERTIFY that I shall make a good-faith effort to employ qualified individuals who, to the best of my knowledge, are, and have been for at least one (1) year out of the past three (3) years prior to the effective date of the opening of bids, residents of the Monterey Bay Area in sufficient numbers such that no less than fifty percent (50%) of the total construction work force on the project, including any subcontractor work force (with the exception of specialty subcontractor items identified in the bid items) measured in labor work hours, will be comprised of Monterey Bay Area residents. **Attached is my written plan to recruit Monterey Bay Area residents as part of the construction work force**.

☐ I CERTIFY that I do not comply with and am unable to make a good-faith effort to comply with the good-faith local employment provisions set forth in Monterey County Code Section 5.08.120. Explanation to why I am not able to comply is as follows (please use additional pages to provide supporting evidence and/or documentation, as necessary):

_____

_____

_____

I declare under penalty of perjury under the laws of the State of California that the foregoing certification is true and correct. Executed on (date) _____
at (city/state) _____.

Bidder's Business Name: _____

By: _____

Print Name: _____

Print Title: _____

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BID BOND

Division 004400

(Public Contract Code Section 20129)

WHEREAS the Principal has submitted the accompanying bid dated _____, to the County of Monterey, for the following project: ***MEDICAL-SURGERY 3 RENOVATION - Building 500*** **PROJECT No. 9600-55 Bid No. NMC – 1014**

.

WHEREAS, Principal, as bidder, is required to furnish a bond executed by an admitted surety in connection with said bid, to secure the timely execution of the contract and delivery of bonds and insurance certificates, in the event that the contract is awarded to the Principal.

NOW, THEREFORE, we _____

as Principal and _____

_____

_____

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), in the penal sum of _____Dollars ($_____.___), which sum is not less than ten percent (10%) of the base bid amount including all alternates of the Principal submitted to the said County for the above-described project, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal is awarded the contract and, within the time and manner required under the contract documents for the above-described project, after the prescribed forms are presented to him/her for signature, (1) enters into a written contract in the prescribed form, in accordance with the bid, (2) files such insurance certificates with the County as may be required by said contract documents, and (3) files a performance bond and a payment bond with the County, in conformity with said contract documents, then this obligation shall be null and void; otherwise, it shall remain in full force.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

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If County brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by County in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several 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.

(Corporate Seal)

_____
Principal

By: _____

Title: _____

(Corporate Seal)

_____
Surety

By: _____

Title: _____

Attach: 1) A Copy of authorization for signature for Principal, and 2) An original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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Name of Bidder: _____

BIDDER CERTIFICATIONS
Division 004516

TO BE EXECUTED BY BIDDERS AND SUBMITTED WITH PROPOSAL

The undersigned Bidder certifies to Owner as set forth in Sections 1 through 6 below.

Certification Of Workers' Compensation Insurance

By my signature hereunder, as the Bidder, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for 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.

Certifications Of Prevailing Wage Rates, Records, And Apprentices

By my signature hereunder, as the Bidder, I certify that I am aware of the provisions of Section 1773 of the California Labor Code, which requires the payment of prevailing wage on public Projects. Also, that Bidder and any Subcontractors shall comply with California Labor Code Section 1776, regarding wage records, and with California Labor Code Section 1777.5, regarding the employment and training of apprentices. It is Bidder's responsibility to ensure compliance by any and all Subcontractors performing Work under this Contract. I further certify that I am aware that this Project is subject to the requirements of Division 2, Part 7, Chapter 1 of the Labor Code (Public Works), and the requirements of Title 8. Division 1, Chapter 8. Subchapter 4.5 of California Code of Regulations (Compliance Monitoring and Enforcement by Department of Industrial Relations), including the obligation to furnish certified payroll records directly to the Labor Commissioner in accordance with 8 CCR 16461.

Certification Of Compliance With Public Works Chapter Of Labor Code

By my signature hereunder, as the Bidder, I certify that I am aware of Sections 1777.1 and 1777.7 of the California Labor Code and Bidder and Subcontractors are eligible to bid and work on Public Works Projects.

Certification Of Adequacy Of Contract Amount

By my signature hereunder, as the Bidder, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned Bid, the Contract will include funds sufficient to allow the Bidder to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

Certification of Acceptability of Contract Documents

By my signature hereunder, as the Bidder, I certify that Bidder acknowledges that Owner has already transmitted the Contract Documents in draft form to state officials and has obtained prior state approval of the acceptability of the Contract Documents. Accordingly, Bidder has carefully reviewed the Contract Documents and certifies as follows:

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Name of Bidder: _____

If the undersigned is selected to be awarded the Contract, following issuance of Notice of Conditional Award to the undersigned, the undersigned will sign the Agreement form and provide the other required forms that have been included within the Contract Documents in the same form as drafted as of the date hereof, including all Addenda identified in the undersigned's Bid and with applicable information from the undersigned's Bid inserted, without seeking revisions to the Agreement form or any other Contract Document.

Certification Of Acceptable Safety Record

[Please check and/or complete one of the following]

_____By my signature hereunder, as the Bidder, I certify that the Bidder's experience modification rate for the most recent three-year period is an average of 1.00 or less, and its average Total Recordable Injury/Illness rate and average lost work rate for the most recent three-year period does not exceed the applicable statistical standards for its business category or the Bidder is a party to an alternative dispute resolution system as provided for in Section 3201.5 of the Labor Code.

_____By my signature hereunder, as the Bidder, except as provided in Appendix _____, consisting of _____ pages, attached hereto, I certify that the Bidder's experience modification rate for the most recent three year period is an average of 1.00 or less, and its average Total Recordable Injury/Illness rate and average lost work rate for the most recent three year period does not exceed the applicable statistical standards for its business category or the Bidder is a party to an alternative dispute resolution system as provided for in Section 3201.5 of the Labor Code . Bidder must attach an Appendix, identifying and explaining all exceptions to this certification, if this item is checked.

BIDDER: _____
(Name of Bidder)

Date: _____ By: _____
(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

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Name of Bidder: _____

SECTION 004516

CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS
(To Accompany Bid)

The undersigned Bidder certifies that it is, at the time of bidding, and shall be, throughout the period of the Contract, 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 Contract Documents. Bidder shall further certify that it is skilled and regularly engaged in the general class and type of work called for in the Contract Documents.

The Bidder represents that it is competent, knowledgeable, and has special skills on the nature, extent, and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

ARTICLE 1 – ESSENTIAL REQUIREMENTS FOR QUALIFICATION

If the answer to any of questions 1 through 4 is "no", or if the answer to any of questions 5 through 8 is "yes", the Bidder will be disqualified from being awarded the Contract.

Answering "yes" to questions 9 or 10 may result in the rejection of a Bidder's bid.

1. Bidder possesses a valid and current California Contractor's license for the project for which it intends to submit a bid.
   ☐ Yes ☐ No

2. Bidder will comply with and provide all insurance as defined in Section 00700-Article 32, INDEMNITY AND INSURANCE.
   ☐ Yes ☐ No

3. Bidder has current Workers' Compensation Insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et seq.
   ☐ Yes ☐ No

4. Bidder and all subcontractors are registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
   ☐ Yes ☐ No

5. Has your contractor's license been revoked at any time in the last five (5) years?
   ☐ Yes ☐ No

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6. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

☐ Yes ☐ No

7. At the time of submitting this qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

☐ Yes ☐ No

8. At any time during the last five (5) years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

☐ Yes ☐ No

9. In the last five (5) years, have you or your firm been a party to a claim, mediation, arbitration, lawsuit or any other proceeding involving work that you or your firm performed?

☐ Yes ☐ No

If so, please provide the following information as to each such proceeding:

A. The name, address and telephone numbers of all parties to the proceeding.

B. The general nature of the claims being made against or by your firm.

C. The outcome of the proceeding.

10. Have you or your firm ever requested payment of more money than any of your clients have been willing to pay?

☐ Yes ☐ No

As to each such request, please state:

A. The name, address and telephone number of the client.

B. The amount and nature of your claim.

C. The nature of the client's position.

D. The outcome of your claim.

ARTICLE 2 – PROJECT EXPERIENCE

The undersigned Bidder certifies that it is, at the time of bidding, and shall be, throughout the period of the contract, 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 Contract Documents. Bidder shall further certify that it is skilled and regularly engaged in the general class and type of work called for in the Contract Documents. In accordance with Public Contract Code Section 20103.5, any Bidder not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary

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action by the Contractor's State License Board.
The Bidder represents that it is competent, knowledgeable, and has special skills on the nature, extent, and inherent conditions of the work do be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

CONTRACTOR'S STATEMENT OF EXPERIENCE

The Bidder shall provide evidence demonstrating that it meets the following minimum experience qualifications on the Project Description Form at the end of this section:

A. The Bidder shall have successfully completed, as the prime contractor, at least two (2) HCAI/OSHPD 1 permitted construction projects within the last five (5) years**,** each with **a** construction contract value of not less than Seven Hundred Fifty Thousand Dollars ($750,000)**.** Each project must have involved construction within occupied patient care areas and been performed under HCAI-approved phased occupancy or phased construction, allowing portions of the healthcare facility to remain fully operational while construction activities were ongoing.

For purposes of this qualification, occupied patient care areas include, but are not limited to, inpatient nursing units, intensive care units, emergency departments, operating rooms, diagnostic and treatment areas, pharmacies, imaging departments, laboratories, lobbies, clinical spaces where patient care or public access continued during construction.

The Bidder shall demonstrate experience coordinating construction activities in an active healthcare environment, including maintaining patient, staff, and visitor safety; complying with HCAI requirements; implementing Interim Life Safety Measures (ILSM) and Infection Control Risk Assessment (ICRA) procedures, as applicable; minimizing disruption to hospital operations; coordinating utility shutdowns; controlling noise, vibration, and dust; and maintaining continuous access to critical healthcare services throughout the duration of the project.

All submitted projects shall be of similar size, scope, and complexity and demonstrate the Bidder's experience and qualifications to successfully perform the Work. As part of the bid, the Bidder shall provide a completed Project Description Form, including the required project information, and documentation identifying the proposed project staff and demonstrating that they meet the specified experience requirements.

Failure to provide the required project experience information, including accurate Owner Representative contact information, may be considered grounds for determining the Bidder to be non-responsive and for rejection of the bid.

The Contractor shall provide the name and qualification information for each of the requested project experience requirement:

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Name of Bidder: _____

1. Project Name:
2. Owner:
3. Project Description:
4. Construction Cost: $
5. Construction Time:
6. Calendar Days:
7. Owner's Representative:
8. Owner's Telephone No.:
9. Date of Substantial Completion:

ARTICLE 3 – SAFETY QUALIFICATION CRITERIA

The following information will be used to determine if you meet the minimum safety requirements for this project. To qualify to bid and be awarded the project, the Bidder's three-year average Workers' Compensation Experience Modification Rate (EMR) must not be greater than 1.35 or (135%) or less. The Bidder shall list its EMR for the last three (3) complete years (available from your insurance carrier).

Year	EMR
_____	_____
_____	_____
_____	_____

Three Year Average = _____

To verify the above information, the Bidder will contact the Bidder's Workers' Compensation Insurance carrier. The Bidder shall authorize its carrier to release this information to County. Failure to release this information will result in the bid being non-responsive and result in automatic disqualification of the bid.

Workers' Compensation Insurance Company:
Contact Person for Insurance Company:
Telephone Number: ( )
Signed this_____day of, 2026.

_____

_____
Name of Bidder

_____
Contractor's License No.

_____
Expiration Date

_____
Signature of Bidder

_____

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Name of Bidder: _____

Title of Signatory

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Name of Bidder: _____

PROJECT DESCRIPTION WORKSHEET
PROJECT 1

Project Name:

Owner:

Construction Cost: $

Construction Time:

Calendar Days:

Owner's Representative:

Owner's Telephone No.:

Date of Substantial Completion:

Project Description: _____

(Name of Owner's representative and Owner's representative's phone number shall be current and accurate. Bidder to provide additional pages as required.)

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Name of Bidder: _____

PROJECT DESCRIPTION WORKSHEET
PROJECT 2

Project Name:

Owner:

Construction Cost: $

Construction Time:

Calendar Days:

Owner's Representative:

Owner's Telephone No.:

Date of Substantial Completion:

Project Description: _____

(Name of Owner's representative and Owner's representative's phone number shall be current and accurate. Bidder to provide additional pages as required.)

END OF DIVISION

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Name of Bidder: _____

Sample

AGREEMENT
Division 005000

THIS AGREEMENT, hereinafter called "Agreement" (sometimes referred to as "CONTRACT" or "contract"), is made by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and _____ *(Name of Contractor)*, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the date it is executed by the Natividad Medical Center Director.

THE COUNTY AND CONTRACTOR hereby agree as follows:

ARTICLE 1 - SCOPE OF WORK

CONTRACTOR shall, within the time stipulated, perform the contract as herein defined and shall furnish all work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the Project: **MEDICAL-SURGERY 3 RENOVATION**

All work shall be completed in strict conformance with the plans, specifications, and working details prepared by HAMMEL, GREEN AND ABRAHAMSON ARCHITECTS, and the provisions of the documents listed in Article 6 below, and to the satisfaction of COUNTY.

ARTICLE 2 - TIME FOR START AND FINAL COMPLETION

CONTRACTOR shall commence the work on the starting date established in the Notice to Proceed. The CONTRACTOR shall achieve Substantial Completion of the entire Work no later than Six Hundred (600) calendar days from the date of commencement. Additionally, CONTRACTOR shall coordinate their work with all other contractors whose work is affected by the scope of work defined in this Agreement. CONTRACTOR expressly agrees to provide appropriate labor, hours, rates, materials, and equipment in response to adjustments in the Project Schedule made by the County of Monterey, Natividad Medical Center, (NMC) Deputy Director or designee during the course of the project in order to maintain the required progress.

The 600 calendar days to achieve substantial completion as it pertains to Contractor's Scope of Work includes a 90-day submittal period prior to the start of any work on the site commencing (no mobilization to the site may start during this 90-day period). During this time, the contractor is to make all material submittals for the project in order to confirm material lead times and preorder materials as may be required to meet the project schedule. This includes all deferred approval items. Should it be determined during this 90-day period that the schedule must be extended to allow for longer material lead time, the start of construction shall be paused until such time that the 510 days remaining are adequate to construct the project. There shall be no delayed damages of any kind to any party during this pause in the start of construction. Final completion shall occur within 30 days after Substantial Completion.

ARTICLE 3 - CONTRACT PRICE

County shall pay CONTRACTOR as full consideration for the performance of the contract, subject

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to any additions or deductions as provided in the contract documents referenced in ARTICLE 6 COMPONENT PARTS OF THIS CONTRACT below, the Stipulated Sum of *(written amount):*

_____,

numerical $ amount): $ _____.

The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by County:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the County to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)
ADDITIVE ALTERNATES #-, #-, #-,#-,#-.

Unit prices, if any: NOT APPLICABLE

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable)

Item	**Units and Limitations**	**Price per Unit ($0.00)**

Allowances included in the Stipulated Sum, if any:

(Identify allowances and state exclusions, if any, from the allowance price)

Item	**Allowance**

Allowance Work will be authorized by COUNTY in writing, following Change Order procedures to determine cost, supporting documentation and authorization to proceed. Unused allowance amounts at Contract completion shall reduce the Contract Sum accordingly.

ARTICLE 4 - LIQUIDATED DAMAGES

THE PARTIES AGREE THAT IN CASE ALL THE WORK CALLED FOR UNDER THE CONTRACT IN ALL PARTS AND REQUIREMENTS IS NOT COMPLETED WITHIN THE TIME SPECIFIED IN THE CONTRACT DOCUMENTS, DAMAGE WILL BE SUSTAINED BY COUNTY, AND THAT IT IS AND WILL BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGE WHICH COUNTY WILL THEREBY SUSTAIN. THE PARTIES THEREFORE AGREE THAT CONTRACTOR WILL PAY TO COUNTY THE SUM SET FORTH IN THE SUPPLEMENTARY CONDITIONS, IF ANY, FOR EACH CALENDAR DAY OF DELAY UNTIL THE WORK IS COMPLETED AND ACCEPTED. CONTRACTOR AND HIS/HER/ITS SURETY SHALL BE LIABLE FOR THE TOTAL AMOUNT THEREOF. CONTRACTOR AGREES TO PAY SAID LIQUIDATED DAMAGES ESTABLISHED HEREIN, AND FURTHER AGREES THAT COUNTY MAY

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DEDUCT THE AMOUNT THEREOF FROM ANY MONIES DUE OR THAT MAY BECOME DUE CONTRACTOR UNDER THE CONTRACT.

ARTICLE 5 - NOTIFICATION OF THIRD-PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6 - COMPONENT PARTS OF THIS CONTRACT

The contract entered into by this Agreement consists of the following documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

- Notice to Bidders
- Instructions to Bidders
- Bid, as accepted
- List of Subcontractors
- Non-collusion Declaration
- Workers' Compensation Insurance Certificate
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Iran Contracting Act Certification
- Bidder Certifications
- Guaranty
- Division 007100 General Conditions, Bid No. NMC-1014
- Division 007300 Supplementary Conditions, Bid No. NMC-1014
- Specifications and Drawings as Prepared by Hammel, Green and Abrahamson *(refer to an exhibit attached to this Agreement that lists Section, Title, Date and Pages for Specifications; Number, Title and Date for Drawings.)*
- Appendices: None
  *As issue*d, Projec*t Addenda Nos:*

All of the contract documents referenced above are intended to be complementary. Work required by one of the contract documents referenced above and not by others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

ARTICLE 7 - NOTICES

All notices to CONTRACTOR and COUNTY (including requests, demands, approvals or other communications other than ordinary course Project communications) in connection with the Project shall be in writing and shall include the word "NOTICE" in the subject line and shall be directed as follows.

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Name of Bidder: _____

COUNTY
County of Monterey
Natividad Medical Center
Attn: Brian Griffin, Project Manager
1441 Constitution Blvd,
Salinas, California 93906

with a copy to:

CONTRACTOR

[Insert Contact Information]

A. Notice shall be sufficiently given for all purposes as follows:

1. When personally delivered to the recipient, notice is effective on delivery.
2. When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
3. When delivered by reputable delivery service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
4. Notice by facsimile or electronic mail shall not be allowed or constitute "Notice" under this Section.

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

C. Either party may, by written notice given at any time or from time to time require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address, by giving the other party notice of the change in any manner permitted by this Article.

D. The provisions of this Article shall not alter, modify or excuse any legal or contractual requirement relating to Claims under Division 007100 (General Conditions).

ARTICLE 8 – OTHER PROVISIONS

A. In order to induce COUNTY to enter into this Agreement, CONTRACTOR represents that it is duly organized, existing and in good standing under applicable state law; is licensed to perform all aspects of the Work; will employ only persons and Subcontractors and designers with all required licenses and certifications; that CONTRACTOR is duly qualified to conduct business in the State of California; that CONTRACTOR has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein; and that the Contract Documents do not violate or create a default under any instrument, Agreement, order or decree binding on CONTRACTOR.

B. CONTRACTOR shall not assign any portion of the Contract Documents.
C. Should any part, term or provision of this Agreement or any of the Contract Documents, or

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any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding Agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

D. It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of COUNTY or acting as an employee, agent, or representative of COUNTY, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of COUNTY is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

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

F. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at COUNTY's Natividad Medical Center (NMC) and shall be made available to any interested party on request. Pursuant to California Labor Code Sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every CONTRACTOR will be required to secure the payment of compensation to his/her/its employees. CONTRACTOR represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONTRACTOR shall comply with such provisions before commencing the performance of the Work set forth in the Contract Documents.

G. COUNTY shall have the right to review all phases of CONTRACTOR's design of deferred submittals including, but not limited to, Drawings, Specifications, Shop Drawings, samples and submittals, as specified in the Contract Documents. Such review and other action shall not relieve CONTRACTOR of its responsibility for a complete design of deferred submittals complying with the requirements of the Contract Documents; but rather, such review shall be in furtherance of COUNTY's monitoring and accepting the design of deferred submittals as developed and issued by the CONTRACTOR, consistent with these Contract Documents. CONTRACTOR's responsibility to design deferred submittals and construct the Project in conformance with the Contract Documents shall be absolute.

H. This Agreement and the Contract Documents shall be deemed to have been entered into in

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the County of Monterey, State of California, and governed in all respects by California law. The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court of California, County of Monterey.

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Name of Bidder: _____

COUNTY OF MONTEREY

By: _____

Name: Nancy Bushier

Title: Interim Chief Executive Officer

Date: , 2025

APPROVED AS TO FORM

CONTRACTS/PURCHASING

By: _____

Name: Jason Garcia

Title: Contracts/Purchasing Officer

Date: , 2026

APPROVED AS TO FORM & LEGALITY

COUNTY COUNSEL

By: _____

Name: Stacy Saetta

Title: Deputy County Counsel

Date: , 2026

APPROVED AS TO FISCAL TERMS

COUNTY AUDITOR-CONTROLLER

By: _____

Name: Rupa Shah

Title: Chief Deputy Auditor-Controller

Date: , 2026

CONTRACTOR: NAME OF COMPANY

By: _____

Principal Name:

Title:

Date: , 2026

By: _____

Principal Name2:

Title:

Date: , 2026

COMPANY ADDRESS:

Contractor's License Type:

License Number:

License Expiration Date:

NOTE: CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRAC-TORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD/P O BOX 26000/ SACRAMENTO CA 95826

INSTRUCTIONS: If bidder is a corporation, the full legal name of the corporation shall be set forth above together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the full name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

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Name of Bidder: _____

PERFORMANCE BOND

(Public Contract Code Section 20129)

Division 006000

WHEREAS, the County of Monterey has awarded to Principal,

_____

as Contractor, for the following project:

MEDICAL-SURGERY 3 RENOVATION, PROJECT NO. NMC - 1015**;** and

WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said contract, to secure the faithful performance of said contract.

NOW, THEREFORE, we _____

as Principal, and _____

_____

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), in the penal sum of

_____Dollars

($_____.00), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, as Contractor, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its Board of Supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

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Whenever the Principal, as Contractor, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a contract between such bidder and the County of Monterey, and make available as work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 2026, 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.

(Corporate Seal) _____

Principal

By: _____

Title: _____

(Corporate Seal) _____

Surety

By: _____

Title: _____

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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PAYMENT BOND

(Civil Code Section 9550)
Division 006100

WHEREAS, the County of Monterey has awarded to Principal,

_____

as Contractor, a contract for the following project:

MEDICAL-SURGERY 3 RENOVATION, PROJECT NO. NMC - 1015; and

WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, material suppliers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we _____

as Principal, and _____

_____

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), and to the persons named in California Civil Code section 9100 in the penal sum of _____ Dollars ($_____.___), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code section 13020 with respect to such work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

If the County brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.
This bond inures to the benefit of any of the persons named in Civil Code section 9100, and such

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persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 2026 , 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.

(Corporate Seal) _____
Principal

By: _____

Title: _____

(Corporate Seal) _____
Surety

By: _____

Title: _____

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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WITHHELD CONTRACT FUNDS CERTIFICATION
Division 006200

PART 1 - GENERAL

1.01 Summary

A. Public Contract Code Section 22300 requires the inclusion in invitations for public agency bids and in public agency Contracts a provision which will, at the expense of the Contractor, permit the substitution of securities of equal value for any construction progress monies withheld to ensure performance under a Contract. Therefore, as the Contractor for the MEDICAL-SURGERY 3 RENOVATION, PROJECT NO. NMC - 1015, Contractor hereby certifies the following:

[ ] I do not intend to substitute securities for monies withheld and thereby avail myself of the process and rights provided in Public Contract Code Section 22300.

[ ] I do intend to exercise my option as specified in Public Contract Code Section 22300 and hereby agree to the following:

1. I will establish an escrow Agreement satisfactory to the County, with a state or federally chartered bank, which shall contain at a minimum provisions governing inter alia:

    a. The amount of securities to be deposited;
    b. The type of securities to be deposited, (eligible securities for deposit are described in Government Code Section 16430);
    c. The providing of powers of attorney or other documents necessary for the transfer of the securities deposited;
    d. The terms and conditions of conversion to cash to provide funds to meet defaults by the Contractor including, but not limited to termination of the Contractor's control over the Work, stop notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the Contract;
    e. The decrease in value of securities on deposit; and
    f. The termination of the escrow Agreement upon completion of the Contract and acceptance by the County.

2. I will obtain written consent of the Surety to any such escrow Agreement; and

3. I will attach to each progress payment submitted a notarized copy of escrow instructions executed by agents thereof and on bank letterhead as proof that such an account has been established. Such instructions will set forth that securities deposited shall not be withdrawn for any purpose (with Contractor's complete and unreserved Agreement) without prior written approval by the County of Monterey with respect to the Project herein above referenced.

_____
Signature of Contractor

END OF DOCUMENT

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ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

Division 006290

California Public Contract Code Section 22300

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into this ____ day of _____, 2026, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California (hereinafter "Owner"), whose address is - _____, and _____. ("Contractor"), whose place of business is located at _____. Owner, as escrow agent **OR [ ] (Name of Bank)** _____, a state or federally chartered bank in the State of California, whose place of business is located at _____ ("Escrow Agent").

For the consideration hereinafter set forth, Owner, Contractor and Escrow Agent agree as follows:

1. Pursuant to California Public Contract Code Section 22300, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to Contract Number _____ entered into between Owner and Contractor for MEDICAL-SURGERY 3 RENOVATION, PROJECT NO. NMC - 1015 located at NATIVIDAD MEDICAL CENTER, 1441 CONSTITUION BLVD 93906, in the amount of $_____ dated _____, 2026 (the "Contract"). Alternatively, on written request of Contractor, Owner shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify Owner within ten (10) Days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between Owner and Contractor. Securities shall be held in name of _____, and shall designate Contractor as the beneficial owner.

2. Owner shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in the form and amount specified in Paragraph 1 of this Document 006290.

3. When Owner makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when Owner pays Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of Owner. Such expenses and payment terms shall be determined by Owner, Contractor, and Escrow Agent.

5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to Escrow Agent that Owner consents to withdrawal of amount sought to be withdrawn by Contractor.

7. Owner shall have the right to draw upon the securities in event of default by Contractor. Upon seven (7) Days written notice to Escrow Agent from Owner of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.

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8. Upon receipt of written notification from Owner certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on written notifications from Owner and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Document 006290 and Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth.

10. Names of persons who are authorized to give written notice or to receive written notice on behalf of Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as set forth below. Owner or Contractor may designate a different person authorized to give or receive written notice on their behalf with 48 hours written notice to the other parties listed below.

ON BEHALF OF OWNER:	**ON BEHALF OF CONTRACTOR:**
_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature
_____	_____
Address	Address
_____	_____
City/State/Zip Code	City/State/Zip Code

ON BEHALF OF ESCROW AGENT:

_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature
_____	_____
Address	Address
_____	_____
City/State/Zip Code	City/State/Zip Code

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IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

OWNER:

COUNTY OF MONTEREY

_____
Signature

_____
Print/Type Name

_____
Title

ATTEST:

_____
Signature

_____
Print/Type Name/Title

CONTRACTOR:

_____

_____
Signature

_____
Print/Type Name

_____
Title

_____
Signature

_____
Print/Type Name

_____
Title

ESCROW AGENT

_____
Escrow Agent/Title

_____
Print Name

_____
Signature

REVIEWED AS TO FORM:
Office of the County Counsel-Risk Management
Susan K. Blitch, County Counsel

_____
Mary Grace Perry, Deputy County Counsel
Counsel for Owner

_____
Print Name

_____
Date

At the time the Escrow Account is opened, Owner and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Document 006290.

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GUARANTY

Division 006536

TO: The COUNTY OF MONTEREY ("Owner"), for construction of the MEDICAL-SURGERY 3 RENOVATION, PROJECT NO. NMC - 1015, located at 1441 CONSTITUTION B

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to Owner for a period of one (1) year following the date of Final Completion of the Work completed, or such longer period specified in Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work. Final Completion shall be the date the Board of Supervisors of the County of Monterey accepts all Work as complete.

Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one (1) year, or longer if specified, from the date of Final Acceptance of the Work completed.

If within one (1) year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall respond within 24 hours after being notified in writing by Owner of any Work not in accordance with the requirements of the Contract or any defects in the Work. Contractor shall commence and prosecute with due diligence all Work necessary to fulfill the terms of this Guaranty, and to complete the Work within a reasonable period of time. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the Work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all Claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

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All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents.

The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents and not in lieu of any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

Date: _____, 20___

_____
Contractor's name

By: _____
Signature

_____
Print Name

_____
Title

_____
Street Address

_____
City, State, Zip code

&By:_____
Signature

_____
Print Name

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GENERAL CONDITIONS
Division 007100

PART I INTRODUCTION

ARTICLE 1 DEFINITIONS

1.00 Agreement. "Agreement" means "Contract", including all of the Contract Documents as defined below.

1.01 Architect. The "Architect" is the person or organization identified in the Agreement as Architect, or their authorized representative, or the replacement designated in writing by County.

1.02 Change Order. "Change Order" means a written modification of the Contract between County and Contractor, signed by County, Contractor, Construction Manager, and Architect.

1.03 Change Order Proposal. "Change Order Proposal" means a Contractor generated document in response to a Change Order Request (COR).

1.04 Change Order Request. "Change Order Request" (COR) means a document which informs Contractor of a proposed change in the Work and appropriately describes or otherwise documents such change.

1.05 Close-Out Documents. "Close-Out Documents" means the product brochures, product/ equipment maintenance and operations instructions, manuals, and other documents/warranties, as-built record documents, affidavit of payment, release of lien and Claim, and as may be further defined, identified, and required by the Contract Documents.

1.06 Construction Documents. "Construction Documents" means all Drawings, Specifications, and Addenda associated with a specific construction Project.

1.07 Construction Manager. "Construction Manager" is the entity or person designated by the Health Department responsible for the management of the construction component of Project.

1.08 Contract. "Contract" means the entire Agreement between County and Contractor, including all of the Contract Documents.

1.09 Contract Date. "Contract Date" is the date when the Agreement between County and Contractor becomes effective.

1.10 Contract Documents. "Contract Documents" means all executed Agreements between the County and Contractor; any general, supplementary, or other contract conditions; the Drawings and Specifications; all Addenda issued prior to the execution of the Contract; and any other items specifically stipulated as being included in the Contract Documents.

1.11 Contract Sum. The "Contract Sum" is stated in the Agreement and is the total amount payable by County to Contractor for the performance of the Work under the Contract.

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1.12 Contract Time. "Contract Time" means the period between the Start Date identified in the Notice to Proceed with Construction and the Substantial Completion Date identified in the Notice to Proceed or as subsequently amended by Change Order.

1.13 Contractor. "Contractor" means the individual, corporation, company, partnership, firm, or other entity contracted to perform the Work and identified as such in the Agreement, or their authorized representative, regardless of the type of construction Contract used, so that the term as used herein includes a Construction Manager, Construction Manager-at-Risk, or a Design-Build firm as well as a General or Prime Contractor. The Contract Documents refer to Contractor as if singular in number.

1.14 Contractor's Project Manager. "Contractor's Project Manager" is the person designated by the Contractor to manage the Work and the Superintendent.

1.15 County. "County" is the County of Monterey, the Owner of the Project and identified as such in the Agreement, or its authorized representative.

1.16 Date of Commencement. "Date of Commencement" means the date designated in the Notice to Proceed for Contractor to commence the Work.

1.17 Drawings. "Drawings" are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including Plans, elevations, sections, details, schedules, and diagrams.

1.18 Final Completion. "Final Completion" means the date on which, after Architect and Construction Manager certify that construction has been completed in accordance with the Contract Documents, the County Board of Supervisors accepts the Work.

1.19 Owner. "Owner" means the County of Monterey.

1.20 Owner's Representative. "Owner's Representative" means the individual assigned by County (Owner) to act on its behalf, and to undertake certain activities as specifically outlined in the Contract. The Owner's Representative is the only party authorized to direct changes to the scope, cost, or time of the Contract.

1.21 Plans. "Plans" means all Drawings, including sections and details; and any supplemental Drawings for complete execution of a specific Project.

1.22 Project. "Project" means all activities necessary for realization of the Work. This includes design, Contract award(s), execution of the Work itself, and fulfillment of all Contract and warranty obligations. The Work performed under this Contract is directed towards completion of all or a part of the Project.

1.23 Project Manager. "Project Manager" is a qualified individual or firm authorized by County to be responsible for coordinating time, equipment, money, tasks and people for all or specified portions of the Project.

1.24 Superintendent. "Superintendent" is the Contractor's representative at the Project Site. The Superintendent directs and coordinates the activities of the various trade groups at the Project Site.

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1.25 Samples. "Samples" are representative physical examples of materials, equipment, or workmanship, used to confirm compliance with requirements and/or to establish standards for use in execution of Work.

1.26 Schedule of Values. “Schedule of Values” means the detailed breakdown of the cost of the materials, labor, and equipment necessary to accomplish the Work as described in the Contract Documents, submitted by Contractor for approval by County, Construction Manager, and Architect.

1.27 Shop Drawings. "Shop Drawings" means the Drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data prepared by Contractor or any Subcontractor, manufacturer, supplier, distributor, or agents, and which detail some portion of the Work for fabrication and installation.

1.28 Site. "Site" is the geographical area of the location of Work.

1.29 Specifications. “Specifications” are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards, and workmanship for the Work, and performance of related services.

1.30 Subcontractor. "Subcontractor" is a person or organization who has a direct Contract with Contractor to perform any of the Work at the Site or to furnish material worked to a special design according to Plans and Specifications of this Work. The term "Subcontractor" also includes Sub-subcontractors performing Work at the Site or furnishing specially designed material for the Work, who have only an indirect relationship to Contractor.

1.31 Substantial Completion. “Substantial Completion” means the date determined and certified by Contractor, Architect, Construction Manager and County when the Work or a designated portion thereof is sufficiently complete, in accordance with the Contract, so as to be operational and fit for the use intended.

1.32 Sustainable Objective. “Sustainable Objective” is the County’s goal of incorporating sustainable measures into the design, construction, maintenance, and operations of the Project to achieve a Sustainability Certification or other benefit to the environment, to enhance the health and well-being of building occupants, or to improve energy efficiency.

1.33 Work. “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

1.34 Working Drawings. “Working Drawings” mean a Drawing sufficiently complete with plan and section views, dimensions, details and notes so that whatever is shown can be constructed and/or replicated without instructions but subject to clarifications (see Drawings).

1.35 Standard Insurance. “Standard Insurance” means all insurance required by Division 007100 Article 32 INDEMNIFICATION AND INSURANCE *other than* Builders Risk/Course of Construction Property Insurance.

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1.36 Builders Risk/Course of Construction Property Insurance. "Builders Risk/Course of Construction Property Insurance" means the property insurance required by Division 007100 Section 32.04.02.

1.37 Defective Work. "Defective Work" is Work that, in Owner's judgment, is unsatisfactory or unsuited for the use intended, faulty, deficient, that does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including, without limitation, approval of samples and "or equal" items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by Owner). Unapproved substitutions are defective.

ARTICLE 2 CONTRACT INTERPRETATION

2.01 Counting time. When any provision in the Contract Documents calls for computation of time in terms of days, the period so counted shall include all calendar days within the period, including usual Work days as well as weekends and holidays. Business Days and Work days refer to Monday through Friday, eight (8) hour duration.

2.02 Gender and number. References to one gender include the other; references to either singular or plural include the other.

2.03 Headings. Article and paragraph headings are for convenience only and shall not be used to interpret the provisions of this Contract.

2.04 Express and implied Work requirements. This Contract requires the performance of all elements of Work expressly mentioned herein, together with all elements of Work that are reasonably inferable from the express terms of this Contract as being necessary for the proper completion of the Work.

2.05 Technical or trade meanings. Words which have well known technical or trade meanings are used herein in accordance with such recognized meanings.

2.06 Interpretations by Architect. Written interpretations necessary for the proper execution or progress of the Work, in the form of Drawings or otherwise, will be issued with reasonable promptness by Architect and in accordance with any schedule agreed upon. Contractor shall make written request to Architect for such interpretations. Such interpretations shall be consistent with, and reasonably inferable from the Contract Documents, and may be made by field orders issued pursuant to Article 18.

2.07 Conflicts among Contract Documents - priorities. Contract Documents are complementary; what is called for by one is as binding as if called for by all. If there is any conflict between any of the Contract Documents, the conflict shall be resolved by giving effect to the provisions in the documents having higher priority and by disregarding conflicting provisions in documents having lower priority, as follows: first priority, any modifications, with the most recent having priority over earlier modifications; second priority, the Agreement; third priority, any Addenda, with the most recent having priority over earlier Addenda; fourth priority, the Supplementary Conditions; and fifth priority, the General Conditions.

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A. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:

1. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying;
2. Agreement Forms (Document 005000), and terms and conditions referenced therein;
3. Supplementary General Conditions (Document 007301 et seq), if included;
4. General Conditions (Document 007100);
5. Division 1 Specifications, if included;
6. Drawings and Technical Specifications (Division 2 and above);
7. Written numbers over figures, unless obviously incorrect;
8. Figured dimensions over scaled dimensions;
9. Large-scale Drawings over small-scale Drawings.

B. Any conflict between Drawings and Technical Specifications (Division 2 and above) will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of Specifications.

C. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete Work required by Contract Documents, will be resolved in favor of the actual quantities.

D. All Technical Specifications included in the Project manual shall be included within the Contract Documents unless identified otherwise.

ARTICLE 3 CONTRACT DOCUMENTS

3.01 Contract Documents. Contract Documents consist of all component parts of the Contract as specified in the Agreement.

3.02 Contract. The Contract Documents form the Contract. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or Agreements, either written or oral, including the bidding documents. The Contract may be amended or modified only by a modification as defined in Section 3.03. No Contractor or Subcontractor may be awarded a Contract for Public Works 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.

3.03 Modification. A modification is (1) a written amendment to the Contract signed by both parties (2) a Change Order (3) a written interpretation issued by Architect or (4) a written order for a minor change in the Work issued by Architect pursuant to Article 18. A modification may be made only after execution of the Contract.

3.04 Execution in quadruplicate. Unless otherwise specified in the Agreement, the Contract Documents shall be signed in not less than quadruplicate by County and Contractor.

3.05 Familiarity with Site and local conditions.

A. Prior to submitting a bid, and prior to executing this Contract, Contractor shall visit the Work site, familiarize himself/herself/itself with the local conditions under which the Work is to be performed, and correlate his/her observations with the requirements of this Contract. Contractor's investigation shall include, without limitation, requesting and thoroughly examining of all reports of exploration and tests of subsurface conditions, as-built Drawings, Drawings, product

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Specification(s) or reports, made available by Owner for contracting purposes or during Contractor's pre-bid investigations, of existing above ground and (to the extent applicable) below ground conditions (together, "Existing Conditions Data"), including, as applicable, Underground Facilities, geotechnical data, as-built data, utility surveys, record documents of all types, hazardous materials surveys, or similar materials which may appear or be referenced in the Project Manual or the in the Contract Documents, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

B. Contractor's investigations shall consider fully the fact that Existing Conditions Data is in many cases based on information furnished to Owner by others (e.g., the prior owner or builders), and that due to their age or their chain of custody since preparation, may not meet current industry standards for accuracy. Contractor shall also: (i.) provide Owner with prompt written notice of all conflicts, errors, ambiguities, or discrepancies of any type, that it discovered in or among the Contract Documents and the Existing Conditions Data, and (ii.) subject to Owner's approval, conduct any such additional or supplementary examinations, investigations, explorations, tests, studies and data compilations, concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which Contractor may deem necessary in order to perform and furnish the Work in accordance with the terms and conditions of Contract Documents.

C. By executing the Contract, Contractor represents that he/she/it has familiarity with Site and local conditions. Based on such visits and investigations, Contractor shall notify County, in writing, of any discrepancies between the local conditions and the requirements of the Contract. Contractor's failure to notify County prior to submitting its bid shall be deemed an acknowledgment of and acceptance of any such discrepancies, and a waiver of any Claims for extra Work, which may result therefrom.

D. During performance of the Contract, Contractor will be charged with knowledge of all information that it should have learned in performing these pre-bid investigations and other obligations and shall not be entitled to Change Orders (time or compensation) due to any information, error, inconsistency, omission, or conditions that Contractor should have known as a part of this Work. Contractor shall be responsible for the resultant losses, including, without limitation, the cost of correcting Defective Work.

3.06 Limited Reliance Permitted On Owner's Existing Conditions Data.

A. Information regarding aboveground and as-built conditions shown on the Contract Documents or supplied by Owner has been compiled in good faith. However, Owner does not expressly or impliedly warrant or represent that such information is correctly shown or indicated, or otherwise complete for construction purposes. Contractor must independently verify such information as part of its pre-bid investigations, and where conditions are not reasonably verifiable or discrepancies are identified, bring such matters to Owner's attention through written question issued during the bid period. In executing Document 005000 (Agreement), Contractor shall rely on the results of its own independent investigation and shall not rely on Owner supplied information regarding above ground conditions and as-built conditions, and Contractor shall accept full responsibility for its verification Work sufficient to complete the Work as intended.

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B. Regarding subsurface conditions other than Underground Facilities shown on the Contract Documents or otherwise supplied by Owner, Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in the Contract Documents. Owner is not responsible for the completeness of any subsurface condition information, Contractor's conclusions or opinions drawn from any subsurface condition information, or subsurface conditions that are not specifically shown. (For example, Owner is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)

3.07 Pre-Bid Investigation Requirements For Excavation And Utilities Relocation Projects.

A. As part of its pre-bid investigations for Projects involving excavation and/or relocation of existing utilities, Contractor shall make reasonable efforts to verify information regarding Underground Facilities, including but not limited to, requesting additional information or verification of information as necessary.

B. Because of the nature and location of Owner and the Project, the existence of Underground Facilities is deemed inherent in the Work of the Contract, as is the fact that Underground Facilities are not always accurately shown or completely shown on as-built records, both as to their depth and location. Contractor shall, therefore, take care to note the existence and potential existence of Underground Facilities, in particular, above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities. Contractor shall carefully consider all supplied information, request additional information Contractor may deem necessary, and visually inspect the Site for above ground indications of Underground Facilities (such as, for example not by way of limitation, the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site). Contractor shall also consider local underground conditions and typical practices for Underground Facilities, either through its own direct knowledge or through its Subcontractors and fully consider this knowledge in assessing the existing information and the reasonableness of its reliance.

3.08 Contract Documents furnished to Contractor. Unless otherwise provided in the Contract Documents, Contractor will be furnished, one full size set and one half size set of all the Contract Documents, including the Plans, Specifications, and working details to facilitate the execution of the Work. Additional copies of the Contract Documents may be obtained at cost of reproduction.

3.09 Ownership of documents. All Plans, Specifications, working details, and copies thereof furnished by Architect are and shall remain the property of County. Such documents shall not be used on any other Project and shall be returned to County on request at the completion of the Work.

3.10 Organization of Contract Documents not controlling. The organization of the Specifications into divisions, sections, and articles, and the arrangement of the Plans or working details shall not control Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

3.11 Contract Documents on-site. Contractor will at all times maintain at least one complete, up-to-date set of the Contract Documents, showing approval by the State Fire Marshal (including the original documents as well as all Change Orders and other supplemental and additional documents)

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on the Site, to be available to County, Architect, and their representatives.

ARTICLE 4 SUBCONTRACTORS

4.01 Subcontractor Listing Law.

A. Contractor shall comply with the Subcontractor Listing law, California Public Contract Code Sections 4101 et seq. Contractor shall not substitute any other person or firm in place of any Subcontractor listed in the Bid except as may be allowed by law.

B. Subcontractors shall not assign or transfer their Subcontracts or permit them to be performed by any other Contractor without Owner's written approval. At Owner's request, Contractor shall provide Owner with a complete copy of all executed Subcontracts or final commercial Agreements with Subcontractors and/or suppliers.

C. No contractual relationship between County and Subcontractors. Nothing contained in the Contract Documents shall create any contractual relation between County, Architect, or Construction Manager, and any Subcontractor.

4.02 Subcontracts.

A. Subcontract Agreements shall preserve and protect the rights of Owner under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Contractor shall require the Subcontractor's written Agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis Contractor all the obligations and responsibilities that Contractor assumes toward Owner under the Contract Documents. (These Agreements include for example, and not by way of limitation, all warranties, Claims procedures and rules governing submittals of all types to which Contractor is subject under the Contract Documents.)

B. Contractor shall provide for the assignment to Owner of all rights any Subcontractor (of any tier) may have against any manufacturer, supplier, or distributor for breach of warranties and guarantees relating to the Work performed by the Subcontractor under the Contract Documents. Subcontracts shall provide and acknowledge Owner as an intended third-party beneficiary of each Subcontract and supply Contract (of any tier).

4.03 Contracts with Subcontractors.

All Work performed for Contractor by a Subcontractor shall be pursuant to a written Agreement between Contractor and the Subcontractor (and where appropriate, between Subcontractors and Sub-subcontractors). All such Agreements shall require performance by the Subcontractors in conformity with the terms of this Contract, and shall include all the terms of this Contract, which are applicable to Subcontractors.

4.04. Payments to Subcontractors.

A. Contractor shall pay each Subcontractor, upon receipt of payment from County, an amount equal to the percentage of completion allowed to Contractor on account of such Subcontractor's Work, less the percentage retained from payments to Contractor. Contractor shall also require each Subcontractor to make similar payments to its Subcontractors. County shall have the right, but not the obligation, to issue payment by joint checks payable to the order of Contractor and any of its Subcontractors.

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B. If the Construction Manager fails to issue a certificate for payment for any cause which is the fault of Contractor and not the fault of a particular Subcontractor, Contractor shall pay the Subcontractor on demand, made at any time after the certificate for payment should otherwise have been issued, for his/her/its Work to the extent completed, less the retained percentage.

C. Neither County nor Construction Manager shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law. All monies paid to Contractor hereunder shall immediately become and constitute a trust fund and shall be applied by Contractor for the benefit of all persons supplying labor, materials, or equipment in connection with the Work and shall not be diverted to any other purpose until the Claims of such persons have been discharged.

4.05 Information provided to Subcontractors. Construction Manager, County, and Architect may, on request, and at their discretion, furnish to any Subcontractor, if practicable, information regarding percentages of completion certified to Contractor on account of work done by such Subcontractors.

4.06 Contractor's responsibility for Work of Subcontractors. Contractor shall be as fully responsible to County for the acts and omissions of any Subcontractor and of persons either directly or indirectly employed by the Subcontractors, as Contractor is for acts and omissions of persons directly employed by him/her/it.

ARTICLE 5: DRAWINGS AND SPECIFICATIONS

5.01 Intent of Drawings and Specifications.

A. Contractor shall interpret words or phrases used to describe Work (including services), materials, or equipment that have well known technical or construction industry or trade meaning in accordance with that meaning. Drawings and Specifications specifically include the intent to depict construction that complies with all applicable laws, codes and standards.

B. As part of the "Work," Contractor shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, Shop Drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, Agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Specification Sections and the identification on any Drawings shall not control Contractor in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.

C. Contractor shall perform reasonably implied parts of Work as "Incidental Work" although absent from Drawings and Specifications. Incidental Work includes any Work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental Work includes any Work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents. Contractor shall perform Incidental Work without extra cost to Owner. Incidental Work shall be treated as if fully

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described in Specifications and shown on Drawings, and the expense of Incidental Work shall be included in price Bid and Contract Sum.

5.02 Checking Of Drawings And Specifications.

A. Before undertaking each part of Work, Contractor shall carefully study and compare Contract Documents and check and verify pertinent figures shown in the Contract Documents and all applicable field measurements. Contractor shall be responsible for any errors that might have been avoided by such comparison. Figures shown on Drawings shall be followed; Contractor shall not scale measurements. Contractor shall promptly report to Owner, in writing, any conflict, error, ambiguity or discrepancy that Contractor may discover. Contractor shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby. Contractor shall provide Owner with a follow-up correspondence every ten (10) days until it receives a satisfactory interpretation or clarification.

5.03 Interpretation Of Drawings And Specifications.

A. A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by Owner. Repetitive features shown in outline on Drawings shall be in exact accordance with corresponding features completely shown.

B. Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in Drawings and Specifications, or should Contractor have any questions or requests relating to Drawings or Specifications, Contractor shall refer the matter to Owner, in writing, with a copy to the Architect. Owner will issue with reasonable promptness written responses, clarifications or interpretations as Owner may determine necessary, which shall be consistent with the intent of and be reasonably inferable from Contract Documents. Such written clarifications or interpretations shall be binding upon Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Contractor shall give Owner prompt written notice. If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with Owner's response, clarification, or interpretation and may make a written Claim for the adjustment as provided in Article 33.

C. The following general Specifications shall apply wherever in the Specifications, or in any directions given by Owner in accordance with or supplementing Specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do Work for which no detailed Specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards or codes, such as those cited herein, for first class Work of the kind required. Contractor shall specify in writing to Owner the materials to be used or Work to be performed under this Section

D. were prepared for use for Work of Contract Documents only. No part of Contract Documents shall be used for any other construction or for any other purpose except with

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the written consent of Owner. Any unauthorized use of Contract Documents is prohibited and at the sole liability of the user.

PART II CONDUCT OF WORK

ARTICLE 6 CONTRACT ADMINISTRATION BY ARCHITECT AND CONSTRUCTION MANAGER

6.01 No contractual relationship between Architect, Construction Manager, and Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between Architect, Construction Manager, and Contractor or any Subcontractor.

6.02 The Role of the Architect and Construction Manager. The Architect and Construction Manager will be County's representatives during construction and until final payment as provided in this Agreement. The Architect and the Construction Manager will have authority to act on behalf of County to the extent provided in the Contract Documents, unless otherwise modified by written instrument which will be shown to Contractor. Construction Manager will advise and consult with County, and all of County's instructions to Contractor shall be issued through the Construction Manager. The Construction Manager will provide general administration of the contract, including performance of the functions hereinafter described. The Construction Manager will provide management of construction in the field. The Construction Manager is responsible for managing the construction schedule, construction budget, and has the authority to act on behalf of County as relating to the management of these items.

6.03 Instructions issued through Construction Manager. County shall issue instructions to Contractor through the Construction Manager, provided that County shall have the right, but not the obligation, to itself or through other Project representatives to issue Change Orders, require additional Work and/or direct the omission of Work previously ordered by written instructions directly to Contractor, provided such Project representative and instructions have been previously approved, in writing, by County.

6.04 Construction Manager, and Architect access to Work. County, Construction Manager, and Architect shall at all times have access to the Work wherever it is in preparation and progress. Contractor shall provide facilities for such access so County, Construction Manager, and Architect may perform their functions under the Contract.

6.05 Inspections. Architect will make periodic visits to the Site to familiarize himself/herself generally with the progress and quality of the Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. On the basis of his/her on-site observations, he/she will keep County informed of the progress of the Work, and will endeavor to guard County against defects and deficiencies in the Work of Contractor. Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. They will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, and they will not be responsible for Contractor's failure to carry out the Work in accordance with the Contract Documents, except to the extent such failure is due to Architect's breach of Agreement with County or is otherwise due to the negligence or willful misconduct of Architect.

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6.06 Determination of payments to Contractor. Based on such observations and Contractor's applications for payment, Architect and Construction Manager will determine the amounts owing to Contractor and will issue certificates for payment in such amounts, as provided in Article 21.

6.07 Decisions on artistic effect. Architect's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.

6.08 Authority to reject Work or to require special inspection or testing. Construction Manager and Architect may reject Work which does not conform to the Contract Documents. Whenever, in their reasonable opinion, they consider it necessary or advisable to ensure the proper implementation of this Contract, they may require special inspection or testing of the Work in accordance with Article 13, whether or not such Work is then fabricated, installed, or completed. However, the Construction Manager's and Architect's authority to act under this Section, nor any decision made by them in good faith either to exercise or not to exercise such authority, shall not give rise to any duty or responsibility of Construction Manager or Architect to Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

6.09 Review of Shop Drawings and Samples. Architect will review Shop Drawings and samples as provided in Article 8.

6.10 Change Orders prepared by Construction Manager. Construction Manager will prepare Change Orders and may order minor changes in the Work in accordance with Article 18.

6.11 Inspections and document review. Construction Manager will conduct inspections of the Work (including a final inspection); receive and review written guarantees and related documents required by the Contract and assembled by Contractor; and issue a final certificate for payment.

6.12 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Construction Manager and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with the County's own forces shall be through the County designee.

ARTICLE 7 - SERVICES PROVIDED BY COUNTY

7.01 Easements obtained by County. County shall secure and pay for all easements, rights-of-way, and fee interests in land necessary to enable Contractor to complete the Work.

7.02 Surveys provided by County. County shall furnish all surveys describing the existing physical characteristics, legal limits, and utility locations for the Site of the Project. Unless specifically provided for in the Plans and Specifications, County shall not provide field engineering or construction staking.

7.03 Information and services provided by County. Information or services under County's control shall be furnished by County with reasonable promptness to avoid delays in the orderly progress

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of the Work. The County shall endeavor to forward all communications to the Contractor through the Construction Manager and shall contemporaneously provide the same communication to the Architect about matters arising out of or relating to the Contract Documents.

ARTICLE 8 - OWNER'S ADMINISTRATION OF WORK

8.01 Owner's Representative(s).

Owner's Representative(s) will have limited authority to act on behalf of Owner as set forth in the Contract Documents.

8.02 Owner's Observation Of The Work.

A. Work shall be performed under Owner's general observation and administration. Contractor shall comply with Owner's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Contractor of any obligations or liabilities under the Contract Documents. Owner's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any nonconforming aspect of Work.

B. Subject to those rights specifically reserved in the Contract Documents, Owner will not supervise, or direct, or have control over, or be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor's failure to comply with laws and regulations applicable to the furnishing or performance of Work. Owner will not be responsible for Contractor's failure to perform or furnish the Work in accordance with Contract Documents.

8.03 Architect's Observation Of Work.

A. Owner may engage an Architect, an independent consultant or Project Manager (collectively for purposes of this Section, "Project Manager/Architect") to assist in administering the Work. If so engaged, Project Manager/Architect will advise and consult with Owner, but will have authority to act on behalf of Owner only to extent provided in the Contract Documents or as set forth in writing by Owner. Project Manager/Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Project Manager/Architect will not be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.

B. Project Manager/Architect may review Contractor's submittals, such as Shop Drawings, product data, and samples, but only for conformance with design concept of Work and with information given in the Contract Documents.

C. Project Manager/Architect may visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Project Manager/Architect may recommend to Owner that it disapproves or rejects Work that Project Manager/Architect believes to be defective or will not produce a complete Project that conforms to Contract Documents or will prejudice the integrity of the design concept of the completed

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Project as a functioning whole as indicated by Contract Documents. Owner will also have authority to require special inspection or testing of Work, whether or not the Work is fabricated, installed or completed.

D. Project Manager/Architect may conduct inspections to recommend to Owner the dates that Contractor has achieved Substantial Completion and Final Completion and will receive and forward to Owner for review written warranties and related documents required by Contract Documents.

8.04 Owner's And Architect's Exercise Of Contract Responsibilities.

A. Owner, Project Manager, Architect and all Owner's representatives, in performing their duties and responsibilities under the Contract Documents, accept no duties, responsibilities or duty of care, nor may the same be implied or inferred, towards Contractor, any Subcontractor, Sub-subcontractor or supplier, except those set forth expressly in the Contract Documents.

8.05 Owner's Right Of Access To The Work. During performance of Work, Owner and its agents, consultants, and employees may at any time enter upon Work, shops or studios where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Contractor shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as Owner's interests may require. Other Contractors performing Work for Owner may also enter upon Work for all purposes required by their respective Contracts. Subject to the rights reserved in the Documents, Contractor shall have sole care, custody, and control of the Site and its Work areas.

8.06 Owner's Right Of Separate Construction.

A. Owner may perform with its own forces, construction or operations related to the Project, or the Site during Contractor's operations. Owner may also award separate Contracts in connection with other portions of the Project or other construction or operations, on the Site or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility Owners perform other Work.

B. Contractor shall adjust its schedule and fully coordinate with and shall afford all other Contractors, utility districts and Owner (if Owner is performing Work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work properly connects and coordinates with others' Work, do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other Work, and shall cooperate with them to facilitate the progress of the Work.

C. To the extent that any part of Contractor's Work is to interface with Work performed or installed by other Contractors or utility owners, Contractor shall inspect and measure the in-place Work. Contractor shall promptly report to Owner in writing any defect in in-place Work that will impede or increase the cost of Contractor's interface unless corrected.

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ARTICLE 9 - CONTRACTOR'S ADMINISTRATIVE DUTIES

9.01 Review of Contract Documents for errors. Contractor shall carefully study and compare the Contract Documents and shall, at once, report, in writing, to Architect, with a copy to Construction Manager, any error, inconsistency, or omission he/she may discover. Contractor shall not be liable to County or Architect for any damage resulting from any such errors, inconsistencies, or omissions in the Contract Documents which were reported, in writing, by Contractor to Architect, with a copy of the correspondence to Construction Manager, provided no provisions herein shall relieve Contractor from liability for errors, inconsistencies, or omissions which were known or reasonably should have been known to Contractor, which were not disclosed in writing to Architect, with a copy of the correspondence to Construction Manager.

9.02 Taxes. Contractor shall pay all sales, consumer, use, and other similar taxes required by law.

9.03 Transportation and utility service. Contractor shall pay for all transportation and utility service not later than the 20th day of the calendar month following that in which such services are rendered.

9.04 Contractor's Superintendent. Contractor shall employ a competent, qualified Superintendent who shall provide full time, on-site supervision of all aspects of the Work. Full time means any and all times that Contractor, its agents, employees, or Subcontractors are performing any and all Work. The Contractor, as soon as practicable after award of the Contract, shall furnish, in writing, to County and Architect through Construction Manager, the name and qualifications of a proposed Superintendent. The Construction Manager may reply within fourteen (14) days to the Contractor in writing state (1) whether County, the Construction Manager, or Architect has reasonable objection to the proposed Superintendent or (2) that any of them require additional time to review. Failure of the Construction Manager to reply within the fourteen (14) day period shall constitute notice of no reasonable objection. The Superintendent shall be satisfactory to County, Construction Manager, or Architect and shall not be changed except with the consent of County. County may request at any time that a Contractor remove its Superintendent from the Project and provide an alternate Superintendent as approved by County. The Superintendent shall represent Contractor and all communications given to the superintendent shall be as binding as if given to Contractor. Important communications will be confirmed in writing. Other communications will be so confirmed on written request in each case.

9.05 Contractor's Project Manager. Contractor shall employ a competent, qualified Project Manager to manage the entire construction Project and the Superintendent. Contractor shall provide Construction Manager with the Contractor’s Project Manager’s résumé. County and Architect must approve the Contractor’s Project Manager. County reserves the right to interview the Project Manager at any time. County at any time during the course of construction may require Contractor to substitute the Project Manager based on poor performance, lack of experience, product knowledge, Project management skills, or the ability to prosecute the Work in a workmanlike manner.

9.06 Contractor's responsibility for agents and employees. Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If Owner notifies Contractor that any of its employees, or any of its Subcontractors’ employees on Work is incompetent, unfaithful, disorderly or profane, or fails to observe customary standards of conduct

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or refuses to carry out any provision of the Contract Documents, or uses threatening or abusive language to any person on Work representing Owner, or violates sanitary rules, or is otherwise unsatisfactory, and if Owner requests that such person be discharged from Work, then Contractor or its Subcontractor shall immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of Owner. Contractor shall be responsible to County for the acts and omissions of all his/her/its employees and all Subcontractors, their agents, and employees, and all other persons performing any of the work under a Contract with Contractor.

9.07 Communication through Construction Manager.

A. Contractor shall forward all communications to County through the Construction Manager.

B. Except as otherwise provided in these Contract Documents or subsequently identified in writing by Owner, Owner will issue all communications to Contractor through Owner's Representative, and Contractor shall issue all communications to Owner through Owner's Representative in a written document delivered to Owner.

C. Should any direct communications between Contractor and Owner's consultants, architects or engineers occur during field visits or by telephone, Contractor shall immediately confirm them in a written document copied to Owner.

D. All communications recognized under the Contract Documents shall be submitted using a computerized cloud based document control and storage system (hereafter referred to in this Section as "System"). This excludes documents requiring signatures as outlined in 9.08 B. Electronic transfer of such correspondence shall be submitted using the System, rather than email. Generally, email communication shall be avoided and all official communication shall be submitted through the System.

E. The general Contractor and Subcontractors' use and access to such System will be as established by the County. The Contractor and their Subcontractors' use of the System will be without charge or expense provided, however, the Contract Time and the Contract Sum shall not be subject to adjustment on account of the use of the System or training of the Contractor and their Subcontractors' personnel on the use and functions of the System. All Project Documents such as; submittals, Requests For Information (RFI), Payment Application, Change Order Requests, Daily Reports, Change Orders and any other miscellaneous Project Documents will be received and processed by the County in an electronic form through the System.

9.08 Communications And Information Distribution.

A. All communications recognized under the Contract Documents shall be in writing, in the form of a serialized document, by type of communication. For example, RFI's shall be serialized beginning with RFI No. 1; payment applications shall be serialized beginning with Payment Application No. 1, submittals shall be serialized per Specification Section and transmitted with transmittal sheets beginning with Transmittal No. 1; and correspondence shall be serialized beginning with letter No. 1. Contractor may propose other record management and identification systems or protocols, intended to facilitate orderly transmittal of Project information, storage and retrieval of such information, which Owner will review consistent with these stated objectives, and accept or reject in its sole discretion.

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B. Documents Requiring Signatures. All documents requiring signatures for approval prior to implementing action, as stipulated in other portions of Contract Documents, shall require a manually signed, serialized letter delivered to the other party at its address for notice otherwise specified in the Contract Documents, either personally or by mail.

C. Electronic data transfer of such correspondence will serve to expedite preliminary concurrence of information, only. Receipt of "hard copy" signature on forms is required prior to implementing action or Work as the conditions may require. For example, Change Orders and authorizations for extra cost, require signatures. A party may acknowledge receipt of PDF copies of required correspondence by email, but in the absence of such acknowledgment, mail or personal delivery is required.

D. All emails shall be copied to Owner, Construction Manager, Architect, and Contractor's Superintendent/Project Manager. Owner reserves the right to preclude email communication, in whole or in part, as Project needs may require. Communication between Owner and Contractor shall not be via Twitter, Facebook, or other types of instant text message systems. Any such communications shall be inadmissible for any purpose related to this Contract.

ARTICLE 10 - GENERAL PROVISIONS REGARDING CONDUCT OF WORK

10.01 No Work without Construction Documents. Contractor shall do no Work without current Plans, Specifications, working details, etc.

10.02 Supervision and construction procedures. Contractor shall supervise and direct the Work, using his/her/its best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract.

10.03 Contractor's responsibility for labor, materials, and equipment. Unless otherwise specifically noted, Contractor shall provide and pay for all labor, materials, equipment, and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

10.04 Conduct and skill of employees. Contractor shall at all times enforce strict discipline and good order among Contractor's employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him/her. Any person in the employ of Contractor whom County may deem incompetent or unfit shall be dismissed from the Work and shall not again be employed on it except with the written consent of County.

10.05 Contractor's Construction Schedule. Contractor, immediately after being awarded the Contract, shall prepare and submit for County's and Architect's information and the Construction Manager's approval, an estimated Construction Schedule for the Work. The Construction Schedule shall be related to the entire Project to the extent required by the Contract Documents. The Construction Schedule shall indicate the dates for the starting and completion of the various stages of construction and shall be revised weekly, subject to Architect's approval. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the construction or operations of the Owner's own forces. The Contractor shall make revisions to the Construction Schedule as deemed necessary by the Construction Manager to conform to the Project Schedule.

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10.06 Dimensions to be checked. All dimensions shall be carefully checked by the various artisans. Each Contractor shall be held responsible for the accuracy of the dimensions of its own Work. Dimensions shown on Plans shall be adhered to insofar as it is possible, and no deviation from such dimensions shall be made except with the consent of Architect. Where the Work of one Contractor comes in contact with the Work of another Contractor, each Contractor shall carefully check all dimensions which affect its own Work. Wherever possible, dimensions shall be taken at the building, but no Work shall be delayed or held up waiting for building dimensions, when by the exercise of foresight and proper cooperation, the dimensions may be established in advance of construction. Contractor shall verify all dimensions at the Site and shall be solely responsible for same or deviations from same.

10.07 Cutting and patching. Contractor shall be responsible for any cutting, fitting, and patching that may be required to complete his/her/its Work, except as otherwise specifically provided in the Contract Documents. Contractor shall not endanger any Work of any other Contractors by cutting, excavating, or otherwise altering any Work and shall not cut or alter the Work of any other Contractor except with the written consent of Construction Manager.

10.08 Revision of operations. When, in the judgment of County, it becomes necessary to accelerate the Work, Contractor when so ordered shall concentrate Contractor's forces at such points as directed and execute such portions of the Work as may be required.

10.09 Damage to Work and property on-site. All damage or loss to any property on or near the Site caused in whole or in part by Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by Contractor, at Contractor's expense, except damage or loss attributable to faulty Specifications or working details, or to the acts or omissions of County, Construction Manager, Architect, or anyone employed by either of them, or for whose acts either of them may be liable, and not attributable to the fault or negligence of Contractor.

ARTICLE 11 - SHOP DRAWINGS AND SAMPLES

11.01 Submittal of Shop Drawings and samples. Contractor shall review, stamp with Contractor's approval, and submit to Construction Manager, in accordance with the Submittal Schedule, with reasonable promptness and in orderly sequence so as to cause no delay in the Work or in the Work of any other Contractor, all Shop Drawings and samples required by the Contract Documents or subsequently by Architect as covered by modifications. Shop Drawings and samples shall be properly identified as specified, or as Architect may require. At the time of submission, Contractor shall inform Construction Manager and Architect, in writing, of any deviation in the Shop Drawings or samples from the requirements of the Contract Documents.

11.02 Warranties concerning Shop Drawings and samples. By approving and submitting Shop Drawings and samples, Contractor thereby represents that Contractor has determined and verified all field measurements, field construction criteria, materials, catalog numbers, and similar data, or will do so, and that Contractor has checked and coordinated each Shop Drawing and sample with the requirements of the Work and of the Contract Documents.

11.03 Architect review and approval. Architect will review Shop Drawings and samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the Project and with information given in the Contract Documents. Architect's approval of a separate item shall not indicate approval of an assembly in which the item functions.

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11.04 Corrections. Contractor shall make any corrections required by Architect and shall resubmit the required number of corrected copies of Shop Drawings or new samples until approved. Contractor shall direct specific attention, in writing, or on resubmitted Shop Drawings, to revisions other than the corrections requested by Architect on previous submissions.

11.05 Contractor's responsibility. Architect's approval of Shop Drawings or samples shall not relieve Contractor of responsibility for any deviation at the time of submission, nor shall Architect's approval relieve Contractor from responsibility for errors or omission in the Shop Drawings or samples.

11.06 Completion of Work in accordance with Shop Drawings and samples**.** No portion of the Work requiring a Shop Drawing or sample submission shall be commenced until Architect has approved the submission. All such portions of the Work shall be in accordance with approved Shop Drawings and samples.

ARTICLE 12 - SEPARATE CONTRACTS ON SAME PROJECT

12.01 County's right to award separate Contracts. County reserves the right to award other Contracts in connection with other portions of the Project.

12.02 Coordination among Contractors. Contractor shall ascertain to Contractor's own satisfaction the scope of the Project and the nature of any other Contracts that have been or may be awarded by County in prosecution of the Project, to the end that Contractor may perform this Contract in light of such other Contracts, if any. Nothing herein shall be interpreted as granting to Contractor exclusive occupancy at the Site. Contractor shall not cause any unnecessary hindrance or delay to any other Contractor working on the Project. If simultaneous execution of any Contract for the Project is likely to cause interference with the performance of some other Contract or Contracts, County shall decide which Contractor shall cease Work temporarily and which Contractor shall continue or whether Work can be coordinated so that Contractors may proceed simultaneously.

12.03 Responsibility to other Contractors. Contractor shall afford other Contractors on the same Project reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their Work, and shall properly connect and coordinate Contractor's Work with theirs.

12.04 Duty to inspect other Contractor's Work. If any part of Contractor's Work depends for proper execution or results upon the Work of any other separate Contractor, Contractor shall inspect and promptly report to Construction Manager any apparent discrepancies or defects in such Work that render it unsuitable for such proper execution and results. Failure of Contractor to inspect and report shall constitute an acceptance of the other Contractor's Work as fit and proper, except as to defects which may develop in the other separate Contractor's Work after the execution of Contractor's Work. Any Work exhibiting unacceptable quality as defined by the Contract Documents will result in Contractor's payment (or a portion thereof) being withheld until the unacceptable Work is corrected to meet the required quality standards, per Article 19 herein.

12.05 Damage to other Contractor's Work. Should Contractor cause damage to the Work or property of any separate Contractor on the Project, Contractor shall, upon due notice, settle with

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such other contractor by Agreement or arbitration, if he/she/it will so settle. If such separate Contractor sues County or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, County shall notify Contractor who shall defend such proceedings and indemnify and hold harmless County.

12.06 Responsibility for costs caused by one (1) Contractor to another. Any costs to one (1) Contractor or his/her/its Subcontractors on the Project caused by defective or ill-timed Work by another Contractor or his/her/its Subcontractors on the Project shall be borne by the party responsible for such defective or ill-timed Work.

12.07 County's right to settle disputes over cleanup. If a dispute arises between the separate contractors as to their responsibility for cleaning up under Section 16.08, County may clean up and charge the cost thereof to the several Contractors, as determined by County.

ARTICLE 13 - TESTS

13.01 Contractor's responsibility for required tests. If Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any Work to be inspected, tested, or approved, Contractor shall give Construction Manager and Architect timely notice of its readiness and of the date arranged so Construction Manager and Architect may observe such inspection, testing, or approval. County shall bear all costs of such inspections, tests, and approval, unless otherwise provided.

13.02 Responsibility for tests not anticipated in Contract. If after the commencement of the Work, Construction Manager, Architect, or County determines that any Work requires special inspection, testing, or approval which Section 13.01 does not include, he/she will, upon written authorization from County provided through the Construction Manager and Architect, instruct Contractor to order such special inspection, testing, or approval, and Contractor shall give notice as in Section 13.01. If such special inspection or testing reveals a failure of the Work to comply (1) with the requirements of the Contract Documents or (2) with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, then Contractor shall bear all costs thereof, including Construction Manager's and Architect's additional services made necessary by such failure; otherwise County shall bear such costs, and an appropriate Change Order shall be issued.

13.03 Certificates of inspection. Required certificates of inspection, testing, or approval shall be secured by Contractor and promptly delivered by Contractor to Construction Manager for transmittal to Architect.

13.04 Observation by Construction Manager. If Construction Manager or Architect wishes to observe the inspections, tests, or approvals required by this Article 13, the Construction Manager or Architect will do so promptly and, where practicable, at the source of supply.

13.05 No waiver of Contractor's responsibility. Neither the observations of Construction Manager or Architect in administration of the construction Contract, nor inspections, tests, or approvals by persons other than Contractor shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

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ARTICLE 14 - CONTRACTOR'S PROSECUTION AND PROGRESS OF THE WORK

14.01 Contractor To Supervise The Work

A. Subject to those rights specifically reserved in the Contract Documents, Contractor shall supervise, direct, have control over, and be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, safety precautions and programs incident thereto, and compliance with laws and regulations applicable to the furnishing or performance of Work.

B. Contractor shall keep on the Site at all times during Work progress a competent resident Superintendent, who shall not be replaced without Owner's express written consent. The Superintendent shall be Contractor's representative at the Site and shall have complete authority to act on behalf of Contractor. All communications to and from the Superintendent shall be as binding as if given to or by Contractor.

C. Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.

D. Contractor is fully responsible for Contractor's own acts and omissions. Contractor is responsible for all acts and omissions of its Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect Contract with Contractor.

E. Contractor shall conduct monthly Contractor Safety Committee meetings, and weekly toolbox safety talks unless directed otherwise in Contract Documents.

14.02 Contractor To Maintain Cost Data.

A. Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide Owner with monthly summaries of this information. If Contractor maintains or is capable of generating summaries or reports comparing actual Project costs with Bid estimates or budgets, Contractor shall provide Owner with a copy of such report upon Owner's request.

B. Contractor shall maintain daily job reports recording all significant activity on the job, including the number of workers on-site, Work activities, problems encountered and delays. Contractor shall provide Construction Manager with copies for each Day Contractor works on the Project, to be delivered to Construction Manager either the same Day or the following morning before starting Work at the Site. Contractor shall take pre-construction and monthly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.

C. Owner shall have the right to audit and copy Contractor's books and records of any type, nature or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Contractor's trailer, or other job Site office, and this requirement shall be contained in the Subcontracts of Subcontractors working on-site. By way of example, Owner shall have the right to inspect and obtain copies of all Contract Documents, planning documents, Bid proposal and negotiation documents, cost

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records and job cost variance reports, value engineering or other cost reduction proposals, job progress reports, photographs, and as-built Drawings maintained by Contractor. Owner and any other applicable governmental entity shall have the right to inspect and audit all information and documents maintained hereunder at any time during the Project and for the longest period of time provided in Article 36 of this Division 007100. These rights of audit and inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. These rights of audit and inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.

14.03 Contractor To Supply Sufficient Workers And Materials.

A. Unless otherwise required by Owner under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or Claims of any type.

B. At any time during progress of Work should Contractor directly or indirectly (through Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then Owner may require Contractor to accelerate the Work and/or furnish additional qualified workers or materials as Owner may consider necessary, at no cost to Owner. If Contractor does not comply with the notice within three (3) Business Days of date of service thereof, Owner shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as Owner may elect. Owner may, at its discretion, exclude Contractor from the Site, or portions of the Site or separate Work elements during the time period that Owner exercises this right. Owner will deduct from moneys due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. Owner will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of Owner from Claims of others.

C. Exercise by Owner of the rights conferred upon Owner in this subparagraph is entirely discretionary on the part of Owner. Owner shall have no duty or obligation to exercise the rights referred to in this subparagraph and its failure to exercise such rights shall not be deemed an approval of existing Work progress or a waiver or limitation of Owner's right to exercise such rights in other concurrent or future similar circumstances. (The rights conferred upon Owner under this subparagraph are, like all other such rights, cumulative to Owner's other rights under any provision of the Contract Documents.)

14.04 Contractor To Maintain Project Record Documents.

A. Contractor shall maintain in a safe place at the Site one (1) record copy of all Drawings, Specifications, Addenda, Contract Modifications, Works, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all as-built changes made during construction. These Project Record Documents, together with all approved samples and a counterpart of all approved Shop Drawings, shall be maintained and available to Owner through Construction Manager for reference. Upon completion of the Work, Contractor shall deliver to Owner through Construction Manager, the Project Record Documents, samples and Shop Drawings and
as-built Drawings.

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B. Throughout Contractor's performance of the Work of the Project, Contractor shall maintain construction records to include: Shop Drawings; product data/material data sheets; samples; submittal; purchases; materials; equipment; inspections; applicable handbooks; applicable codes and standards; maintenance and operating manuals and instructions; RFI Log; Submittal Log; other related documents and revisions which arise out of the Construction Contracts. Contractor shall maintain records of principal building layout lines, elevations for the bottom of footings, floor levels, and key Site elevations (certified by a qualified surveyor or professional engineer). Contractor shall make all records available to Owner through Construction Manager. At the completion of the Project, Contractor shall deliver all such records to the Owner through Construction Manager to have a complete set of record as-built Drawings.

14.05 Contractor To Not Disrupt Owner Operation.

A. Contractor shall schedule and execute all Work in a manner that does not interfere with or disrupt Owner operations, including but not limited to, parking, utilities (electricity, gas, water), noise, access by employees and administration, access by vendors, and any other person or entity using Owner facilities or doing business with Owner. Contractor shall produce and supply coordination Plans and requests to Owner through Construction Manager, following Construction Manager's procedures, for all necessary interference of construction with Owner, which Owner will reasonably cooperate with.

ARTICLE 15 TIME FOR PERFORMANCE AND LIQUIDATED DAMAGES

15.01 Time is of the essence. All time limits stated in the Contract Documents are of the essence of the Contract.

15.02 Commencement and completion of Work. Contractor shall commence the Work on the starting date established in the Notice to Proceed and shall complete the Work thereafter within the time limit established in the Project Schedule as defined in Supplementary Conditions, Section 1. If there is no Notice to Proceed, Contractor shall commence the Work on the starting date established in the Supplementary Conditions and shall complete the Work thereafter within the time limit established in the Supplementary Conditions. If there is no Notice to Proceed and if the Supplementary Conditions do not establish a starting or completion date, Contractor shall commence the Work promptly after the Agreement is executed by all parties and shall prosecute the Work regularly and diligently so as to complete the Work within a reasonable time thereafter.

15.03 Prosecution of Work. Contractor shall prosecute the Work diligently and expeditiously with adequate forces and shall complete it within the time specified in the Contract Documents.

15.04 Date of final completion. When Contractor believes that Contractor's Work is completed, he/she/it shall request that Architect and Construction Manager inspect the Work and certify its completion. Architect and Construction Manager will respond promptly to such a request. The date of final completion of the Work or any designated portion thereof is the date on which, after Architect and Construction Manager certify that construction has been completed in accordance with the Contract Documents, the County Board of Supervisors accepts the Work.

15.05 Grounds for extension of time. The time for completion of the Work shall be extended by Change Order for such reasonable time as Construction Manager or County may determine, if an extension of time is reasonably necessary due to a delay caused to Contractor by any of the

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following circumstances:
(a) Sole act or sole negligence of County, Architect, Construction Manager, any employee of either, or any separate Contractor employed by County;
(b) Any change ordered in the Work, which change is requested by County or Architect or which is not due to the act or negligence of Contractor.
(c) Any labor disputes, fire, unusual delay in transportation, unavoidable casualties, or causes beyond Contractor's control and which Contractor could not reasonably have foreseen or made reasonable provisions for, and which are not caused by or the continuance of which is not due to, any act or failure to act on behalf of Contractor; or
(d) Any other cause which Architect or Construction Manager determines may justify the delay.

15.06 Extensions of time due to failure to furnish interpretation. No extension of time shall be allowed for delay caused by Architect's failure to promptly provide an interpretation of the Contract, except in the following circumstances:
(a) Architect failed to provide the interpretation for over fifteen days after demand was made for such interpretation, and it would be reasonable to extend time due to such failure; or
(b) The parties have agreed upon a schedule for the provision of interpretations, Architect failed to comply within that schedule, and it would be reasonable to extend time due to such failure.

15.07 Inexcusable Delay. Contract Time shall not be extended for any period of time where Contractor (and/or any Subcontractor) is delayed or prevented from completing any part of the Work due to a cause that is within Contractor's risk or responsibility under the Contract Documents. Delays attributable to or within the control of a Subcontractor, or its Subcontractors, or supplier, are deemed delays within the control of Contractor.

15.08 Claims for extension of time. Notwithstanding the provisions of Section 15.05 and 15.06 above, none of the causes of delay described therein shall be deemed a valid excuse for Contractor's failure to start, perform, or complete the Work, or any portion thereof, on time unless Contractor has notified Construction Manager, in writing, of the alleged cause of delay within ten (10) days after commencement of the cause of the delay. Should Construction Manager and County disagree with Contractor that the alleged delay warrants an extension of time for the performance of any act required hereunder, Contractor shall notify Construction Manager, in writing, as provided in Article 33; provided that Contractor shall proceed with the Work during the period that Construction Manager and Contractor seek to resolve the matter.

15.09 Compensable Time Extensions.
A. Subject to other applicable provisions of the Contract Documents, Contractor may be entitled to adjustment in Contract Sum in addition to Contract Time for:
1. Excusable delay caused solely by Changes in the Work ordered by Owner, as provided above, and/or
2. Excusable delay caused solely by Acts or Neglect by Owner or other person, as provided above.

15.10 Non-Compensable Time Extensions.
A. Subject to other applicable provisions of the Contract Documents, Contractor may be entitled to adjustment in Contract Time only, without adjustment in Contract Sum, for
1. Periods of excusable delay caused solely by weather or Force Majeure events as provided above in this Article, or

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2. Periods of concurrent delay, where delay results from two (2) or more causes, one of which is compensable (resulting from Changes or Acts or Neglect as set forth above in this Article), and the other of which is non-compensable or inexcusable, such as: acts or neglect of Contractor, Subcontractors or others for whom Contractor is responsible; other acts, omissions and conditions which would not entitle Contractor to adjustment in Contract Time; adverse weather; and/or actions of Force Majeure as provided above in this Article.

15.11 Liquidated damages.
THE PARTIES AGREE THAT IN THE EVENT THAT ALL WORK CALLED FOR UNDER THE CONTRACT IN ALL PARTS AND REQUIREMENTS IS NOT COMPLETED WITHIN THE TIME SPECIFIED IN THE CONTRACT DOCUMENTS, DAMAGE WILL BE SUSTAINED BY COUNTY, AND THAT IT IS AND WILL BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGE WHICH COUNTY WILL THEREBY SUSTAIN. THE PARTIES THEREFORE AGREE THAT CONTRACTOR WILL PAY TO COUNTY THE SUM SET FORTH IN THE SUPPLEMENTARY CONDITIONS, IF ANY, FOR EACH CALENDAR DAY OF DELAY UNTIL THE WORK IS COMPLETED AND ACCEPTED. CONTRACTOR AND CONTRACTOR'S SURETY SHALL BE LIABLE FOR THE TOTAL AMOUNT THEREOF. CONTRACTOR AGREES TO PAY SAID LIQUIDATED DAMAGES ESTABLISHED HEREIN, AND FURTHER AGREES THAT COUNTY MAY DEDUCT THE AMOUNT THEREOF FROM ANY MONIES DUE OR THAT MAY BECOME DUE CONTRACTOR UNDER THE CONTRACT.

15.12 Removal or relocation of main or trunk line utility facilities. Contractor shall not be assessed for liquidated damages for delay in completion of the Project, when such delay was caused by the failure of County or a utility company to provide for removal or relocation of existing main or trunk line utility facilities. However, when Contractor is aware that removal or relocation of an existing utility has not been arranged, Contractor shall promptly notify County and the utility company, in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunk line utility facilities, or to provide for their removal or relocation. In accordance with Government Code Section 4215, if Contractor while performing the Contract discovers any existing main or trunk line utility facilities not identified by County in the Contract Plans or Specifications, Contractor shall immediately notify Construction Manager and utility in writing. The utility, where it is the owner of the facilities, shall have the sole discretion to perform repairs or relocation Work or permit Contractor to do such repairs or relocation Work at a reasonable price. Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy and for equipment on the Project necessarily idled during such Work. Such compensation shall be in accordance with the extra Work provisions set forth elsewhere in the Contract Documents. Conversely, Contractor shall not be compensated for the costs of locating, repairing damage, and removing or relocating such utility facilities which is due to the failure of Contractor to exercise reasonable care. In such an event, Contractor shall not be credited for nor given an extension of time for equipment on the project necessarily idled during such Work necessitated by Contractor's failure to exercise reasonable care.

15.13 Partial Occupancy or Use. The County may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate Agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the County, Construction

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Manager, and Contractor have accepted, in writing, the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work, and insurance, and have agreed, in writing, concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of progress of the Work shall be determined by written Agreement between the County and Contractor or, if no Agreement is reached, by decision of the Architect after consultation with the Construction Manager. Immediately prior to such partial occupancy or use, the County, Construction Manager, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

ARTICLE 16 USE OF SITE

16.01 Limit of operations. Contractor shall confine his/her/its apparatus, the storage of materials, and the operations of his/her/its workers to limits indicated on the Plans, or by law, ordinances, permits, or directions of Construction Manager and shall not unreasonably occupy the premises with his/her/its materials. Insofar as possible, Contractor shall arrange his/her/its Work and its progress to prevent any interference with the operations of the existing facilities. All utilities must be protected and connections made to utilities so as not to interrupt service.

16.02 Contractor's Use Of The Site. Contractor shall not make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any Agreement between Owner and any Owner, former Owner or tenant of such land, structure or buildings. Contractor may not occupy Owner owned property outside the limit of the Work as indicated on the Drawings unless it obtains prior approval from Owner.

16.03 Utilities. Unless otherwise noted, all utilities, including, but not limited to, electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall furnish and install temporary distribution systems, including meters, if necessary, from distribution points to points on-site where utility is necessary to carry on the Work. Upon completion of the Work, Contractor shall remove all temporary distribution systems. If this Contract is for an addition to an existing facility, Contractor may, with the written permission of County, use County's existing utilities by making prearranged payments to County for utilities used by Contractor for construction.

16.04 Metering devices. For the purpose of providing utility service to the Project, Contractor may install or cause to be installed metering devices or other equipment of utility companies or of political subdivisions, title to which is commonly retained by the utility company or political subdivision. If any such metering device or equipment is installed, Contractor shall advise County as to the owner of such device or equipment.

16.05 Sanitary facilities. Contractor shall provide sanitary toilet facilities for the use of all workers and Subcontractors. The building shall be properly stocked and maintained in a sanitary condition

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at all times and shall be left at the Site until removal is directed by Construction Manager. Use of the toilet facilities in the Work under construction shall not be permitted.

16.06 Field office. ***If box is checked, requirement is deleted for this Project.*** ☐ Contractor shall provide for the exclusive use of Architect, Construction Manager and County a temporary, private office of not less than 150 square feet of floor area to be located as directed by County and to be maintained until removal is authorized by County. The office shall be of substantial waterproof construction with adequate natural light and ventilation by means of stock-design windows. The door shall have a key-type lock or padlock hasp. A table satisfactory for study of Plans and two (2) chairs shall be provided by Contractor. Contractor shall provide and pay for adequate lights, heat, and air conditioning for the field office until authorized removal. See Specification Section 015000.

16.07 Telephone/Internet Access. ***If box is checked, requirement is deleted for this Project.*** ☐ Contractor shall install a working telephone and provide internet access in Architect, Construction Manager and County's office and shall maintain the same until the final completion of the Contract and the acceptance of Work. Architect and County shall have free, unrestricted use of this telephone and internet access for purposes connected with the Work. The cost of the installation and all charges for the use of the telephone and internet access shall be paid by Contractor.

16.08 Cleaning up during and after Work. Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by his/her/its operations. At the completion of the Work, Contractor shall remove all Contractor's waste materials and rubbish from and about the Project as well as all Contractor's tools, construction equipment, machinery, and surplus materials. If Contractor fails to clean up, County may do so and the cost thereof shall be charged to Contractor as provided in Section 34.03.

ARTICLE 17 MATERIALS

17.01 Quality of materials. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

17.02 Provision and storage of materials. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of Work and shall be stored properly and protected as required. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work under this Contract. All stored items shall be inventoried, specified by identification numbers (if applicable), released to County by sureties of Contractor, and, if stored offsite, stored only in a reputable bonded warehouse.

17.03 Substitution of materials. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by the name of the manufacturer, such specification shall be deemed to be used for the purpose of facilitating the description of the material, process, or article desired and shall be deemed to be followed by the words "or equal," and Contractor may, unless otherwise stated, offer any material, process, or article which shall in every respect be substantially equal to or better than that specified only with the consent of County, after evaluation by Architect, in consultation with Construction Manager, and in accordance with

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a Change Order or Construction Change Directive. The burden of proof as to equality of any material, process, or article shall rest with Contractor. Contractor shall submit any request for substitution, together with any substantiating data, within thirty-five (35) days after the award of this Contract. These provisions authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of this Contract. In the event Contractor furnished material, processes, or articles are more expensive than those specified, the difference in cost so furnished shall be borne by Contractor. Requests for substitution of products, materials, or processes other than those specified must be accompanied by evidence whether or not the proposed substitution: (1) is equal in quality and serviceability to the specified item; (2) will entail changes in detail and construction of related Work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will not provide a cost disadvantage to Architect or County. Contractor shall promptly provide, upon request, any other information that may be required of it to assist Architect, Construction Manager, and County in determining whether the proposed substitution is acceptable. The final decision shall be that of Architect in consultation with Construction Manager and County. County's and Architect's approval shall be in writing, shall follow the procedure for Change Orders, and shall be required for the use of a proposed substitute material. County may condition its approval of the substitution upon delivery to County of an extended warranty or other assurances of adequate performance of the substitution.

ARTICLE 18 CHANGES IN THE WORK

18.01 Change Orders.

A. County, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions. The Contract Sum and the Time for performance of the Work shall be adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be executed under the applicable conditions of the Contract Documents. The Contract Sum and the Time for performance of the Work may be changed only by Change Order.

B. The amount to be paid to Contractor pursuant to the Contract Documents shall, where applicable, be increased or decreased in the manner hereinafter set forth; provided however, that if Contractor should proceed with a Change in the Work upon an oral order, by whomsoever given, it shall constitute a waiver by Contractor of any Claim for an increase in the Contract Sum on account thereof. Upon receipt of said written Change Order or Written Directive, Contractor shall promptly proceed with the Change in the Work, even though the amount of any resultant increase or decrease in the Contract Sum has not yet been determined. All Changes in the Work shall be performed in accordance with the Contract Documents.

18.02 Method to calculate adjustments in Contract Sum. Determination of the method to be used to calculate adjustments in the Contract Sum shall be at the sole discretion of County. The use by Contractor of the Total Cost Method (calculating the total sum of expenses incurred on the Project, less amounts paid, marked up by overhead and profit) of pricing changes and Claims is expressly prohibited (provided however, County may use a "make whole" analysis to determine the reasonableness of Contractor's Claim). One (1) of the following methods shall be used:

A. Unit Price Method:
   1. Whenever County or its representative authorizes Contractor to perform on a Unit Price

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basis, County's authorization shall clearly state the:

a. Scope of Work to be performed;
b. Applicable Unit Price; and
c. Not to exceed amount of reimbursement as established by County.

2. The applicable Unit Price shall include reimbursement for all direct and indirect costs of the Work, including overhead and profit.

3. Contractor shall only be paid under this method for the actual quantity of materials incorporated in or removed from the Work and such quantities must be supported by field measurement statements verified by County.

B. Firm Fixed Price Method:

1. Contractor and County may mutually agree on a fixed amount as the total compensation for the performance of changed Work.

2. Any adjustments to the Contract Sum using the Firm Fixed Price Method shall include: all reasonable costs for labor (hours and rates), equipment, materials, overhead, and profit. Such overhead and profit shall be calculated in accordance with provision 18.04(B)(4)f.

3. Whenever County authorizes Contractor to perform changed Work on a Firm Fixed Price Method, County's authorization shall clearly state:

a. Scope of Work to be performed.
b. Total Fixed Price payment for performing such Work.

C. Time and Materials Method:

1. Whenever County authorizes Contractor to perform Work on a Time and Material basis, County's authorization shall clearly state:

a. Scope of Work to be performed;
b. A not to exceed amount of reimbursement as established by County.

2. Contractor shall:

a. Cooperate with County and assist in monitoring the Work being performed;
b. Contractor's and Subcontractors' labor hours, materials, and equipment charged to Work under the Time and Materials Method shall be substantiated by detailed time cards or logs completed on a daily basis before the close of business each Work day. Contractor shall initial each time card and/or log at the close of each Work day. Records of Contractor and Subcontractors pertaining to Work paid for on a Time and Materials method shall be maintained and available for inspection as requested by County or its representatives;
c. Perform all Work in accordance with this provision as efficiently as possible; and
d. Not exceed any cost limit(s) without County's prior written approval.

3. Contractor shall submit costs and any additional information requested by County to support Contractor's requested Contract Sum adjustment.

D. No change in the Contract Sum shall be allowed to the extent (1) Contractor's changed cost of performance is due to the fault, acts, or omissions of Contractor, or anyone for whose acts or omissions Contractor is responsible; (2) the change is concurrently caused by Contractor and County; or (3) the change is caused by an act of *Force Majeure*.

E. County shall not be responsible for, and Contractor shall not be entitled to, unallowable costs. Unallowable costs include, but are not limited to, (1) interest or attorney's fees of any type other than those mandated by California statutes, (2) Claim preparation or filing costs, (3) the cost of preparing or reviewing Change Proposals or Requests for Change Orders, (4) lost profits, lost

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income or earnings, (5) rescheduling costs, (6) costs for idle equipment when such equipment is not at the Site, has not been employed in the Work and is not scheduled to be used at the Site, (7) lost earnings or interest on unpaid retention, (8) Claims consulting costs, (9) the costs of corporate officers or staff visiting the Site or participating in meetings with County, (10) any compensation due to the fluctuation of foreign currency conversions or exchange rates, (11) loss of other business, and (12) any other special, consequential, or incidental damages incurred by Contractor or Subcontractors.

18.03 Signatures on Change Orders. A Change Order shall be in writing and shall be signed by County, Construction Manager, Contractor, and Architect. Alternatively, the Change Order may be signed by Architect alone, provided Architect has written authority from County for such procedure and that a copy of such written authority is furnished to Contractor if Contractor agrees to the adjustment in the Contract Sum or the Contract Time. Except as otherwise provided herein, the Change Order shall also be signed by Contractor in order to be effective, indicating Contractor's consent to the changes made.

18.04 Determining cost or credit for Change Order.

A. The cost or credit to County resulting from a Change in the Work shall be determined in one (1) or more of the following ways:

1. by mutual acceptance of a lump sum for Work and materials properly itemized;
2. by Unit Prices stated in the Contract Documents or subsequently agreed upon; or
3. as provided in Subsection 18.04(B).

B. All parties to the Agreement shall observe the following procedures for all Change Proposals and shall require all Subcontractors to follow the same procedures:

1. Each Change Proposal will carry a unique identifying number, such as C-001, A-001 or O-001 which identifies the originator, i.e. C = Contractor, A = Architect, O = Owner and a chronological serial number. All correspondence referring to that Change Order, no matter who originates the correspondence, shall refer to the same identifying number. Any Change Proposal without such number shall be returned to the originator.
2. The items of Work involved shall be identified by specific reference to Drawing and detail number and Specification Section if possible.
3. The quantities of material or other Work involved will be identified along with the costs thereof. The items of Work shall be arrayed in a manner that is consistent with the Construction Specifications Institute (CSI) forty-eight (48) division uniform system for classifying construction activities used for the schedule of values for each Project component.
4. The total cost of a Change Proposal shall be limited to the following elements of cost, overhead, and profit:
    a. Labor - For all labor, including foreman supervision, but excluding general superintendents, as may be necessary, Contractor shall be reimbursed for labor costs as provided herein. The labor cost of a change in the Work shall be calculated as the sum of the following.
        i. Wages of labor on Contractor’s payroll, including foreman, directly engaged in the Work; hourly rates for each classification of worker shall be identified;
        ii. Engineering and drafting performed;
        iii. Fringe benefits established by the governing trade organizations;
        iv. Federal Insurance Contributions Act costs and Federal and State Unemployment Taxes;
        v. Net actual premium change for Commercial Liability, Workers' Compensation, Property Damage, and any other forms of Insurance.

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b. Materials – The cost of materials resulting from a change in the Work shall be calculated in one (1) or more of the following methods, at County's election:

i. Invoice Cost – Contractor may be paid the actual invoice cost of materials including actual freight and express charges and applicable taxes less all available discounts, rebates, and back charges, notwithstanding the fact that available discounts, rebates and back charges may not have been provided to Contractor. This method shall be considered only to the extent Contractor's invoice costs are reasonable and Contractor provides copies of vendor invoices, freight and express bills, and other evidence of cost accounting and payment satisfactory to County. As to materials furnished from Contractor's stocks for which an invoice is not available, Contractor shall furnish an affidavit certifying its actual cost of such materials and such other information as County may reasonably require;

ii. Wholesale Price - Contractor may be paid the lowest current wholesale price for which the materials are available in the quantities required, including customary costs of delivery and all applicable taxes less all available discounts, rebates, and back charges; or,

iii. County-Furnished Materials - County reserves the right to furnish such materials as it deems advisable; Contractor shall have no Claim for costs, overhead, or profit on such materials.

c. Equipment – The additional cost, if any, of machine-power tools and equipment usage shall be calculated in accordance with the following:

i. Equipment Rates - Contractor's own charge rates may be used if verified and approved by County and based on Contractor's actual ownership and operating cost experience. Rental rates contained in published rate guides may be used if their cost formulas and rate factors are identifiable, reflect Contractor's historical acquisition cost, utilization, and useful life, and do not include replacement cost, escalation contingency reserves, general and administrative expense, or profit. Rates shall be based on Contractor's actual allowable costs incurred or the rates established according to the Rental Rate Blue Book for Construction Equipment, published by Machinery Information Division of PRIMEDIA, whichever is less. The Rental Rate Blue Book established rate shall be the monthly rate for the equipment plus the monthly rate for required attachments, divided by one hundred and seventy-six (176), plus the hourly operating cost, multiplied by the appropriate area adjustment factor if appropriate. The rates shall apply for actual equipment usage up to eight (8) hours per day. For all hours in excess of eight (8) hours per day or one hundred and seventy-six (176) hours per month, the established monthly rate shall be divided by three hundred and fifty-two (352), plus the hourly operating cost, multiplied by the area adjustment factor, if appropriate.

ii. Transportation - If necessary equipment is not already at the Site and it is not anticipated that if would be required for the performance of other Work under the terms of the Contract, the calculation shall include a reasonable amount for the costs of the necessary transportation of such equipment.

iii. Standby - Contractor shall only be entitled to standby equipment costs if (a) the equipment is ready, able, and available to do the Work at a moment's notice; (b) Contractor is required to have equipment standby because of an event or condition solely caused by County; and (c) Contractor can demonstrate that it could have and intended to use the equipment on other Projects or jobs. Contractor shall be compensated at fifty percent (50%) of the adjusted hourly rate identified in the Rental Rate Blue Book for Construction Equipment, published by Machinery Information Division of K-111 Directory Corp. Standby shall not be paid during periods of Contractor caused delay, concurrent delay, unusually severe weather conditions, during any seasonal shutdown, routine maintenance,

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downtime, or occurrence specified in the Contract Documents. No payment shall be made for a twenty-four (24) hour period. Standby costs shall not be paid for weekends, holidays, and any time the equipment was not intended to be used on the Project as demonstrated by the Project Schedule.

d. Subcontractor's Cost - The Subcontractor's cost of Work shall be calculated and itemized in the same manner as prescribed herein for Contractor.

e. Bonds - Itemized statement of changes in costs of Bonds.

f. Markup - Allowed markup for Change Order Work shall not exceed the following two (2) items:

i. ten percent (10%) combined overhead and profit markup for Contractor performing the actual Change Order Work and,

ii. five percent (5%) combined overhead and profit markup on the direct costs for Contractor's markup of Subcontractor Work. In no event shall the total combined overhead and profit markup for Contractor and all intermediate tier Subcontractors and suppliers exceed fifteen percent (15%) of the direct cost to perform the Change Order Work. Direct costs shall include Labor (as defined in provision 18.04(B)(4)a, Materials (as defined in provision 18.04(B)(4)b, Equipment (as defined in provision 18.04(B)(4)c, Subcontractor Costs (as defined in provision 18.04(B)(4)d, Bond (as defined in provision 18.04(B)(4)e. All other costs shall be deemed overhead costs. Profit markup shall be allowed on delay, acceleration, unabsorbed overhead, or any other asserted impact costs.

g. Taxes - Taxes required to be paid by Contractor, but not included above.

C. Invoices or quotes shall accompany Change Proposals from vendors. Change Proposals shall be sent to Architect and Construction Manager, in duplicate, who shall maintain a database of all proposals which can readily determine the location and status of the change request. Change Proposals shall include all cost backup, including breakdown of hours expended by jobsite personnel per task with or without overall execution of the Work. Lump sum Change Proposals lacking necessary backup, as determined by County, will not be accepted or approved.

D. All Change Proposals shall be checked by Architect and Construction Manager for accuracy and fairness. Should Contractor utilize Sheet Metal and Air Conditioning Contractors' National Association (SMACNA) or National Electrical Contractors Association (NECA) cost estimating standards, they will use seventy percent (70%) of the most favorable labor productivity rates.

E. When the final costs are agreed upon by County, Construction Manager, Contractor, and Architect, a Change Order will be prepared by County for signature by County, Construction Manager, Contractor, and Architect. The Change Order shall be the record document defining the costs and time extensions, if any, of the required and agreed-to change in the Work. A Change Order calculated in accordance with the provisions of this Agreement shall be full and complete compensation and final settlement of all changes and Claims for all (a) time; (b) direct, indirect, and overhead costs; (c) profit; and (d) any and all costs or damages associated with delay, inconvenience, disruption of schedule, impact, ripple effect, loss of efficiency or productivity, acceleration of Work, lost profits, and/or any other costs or damages related to any Work either covered or affected by the changed Work, or related to the events giving rise to the change.

F. Contractor shall keep present, in the American Institute of Architects' format, an itemized accounting together with appropriate supporting data. Pending final determination of cost to County, payments on account shall be made on Contractor's certificate for payment. The amount of credit to be allowed by Contractor to County for any deletion or change which results in a net

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decrease in cost will be the amount of the actual net decrease as confirmed by Architect and Construction Manager. When both additions and credits are involved in any one (1) change, the allowance for overhead and profit shall be figured on the basis of net increase, if any.

G. If no Agreement can be reached on changes in the Work or costs, or Contractor refuses to accept a Change Order, County may issue the Change Order unilaterally. Contractor shall comply with the requirements of the Change Order. County shall provide for an equitable adjustment to the Contract Sum and compensate Contractor accordingly. If Contractor does not agree that the adjustment is equitable, it may submit a Claim in accordance with Article 33. If Contractor refuses to comply with the Change Order, County may have the Work done by another Contractor or its own forces.

18.05 Changes requiring an increase in Contract Sum.
A. If County elects to have the Change in the Work performed on a lump sum basis, its election shall be based on a lump sum proposal which shall be submitted by Contractor to County within five (5) Work days of County's request. County's request for a lump sum proposal shall not be deemed an election by County to have the Change in the Work performed on a lump sum basis.

B. If County elects to have the Change in the Work performed on a unit cost basis, its election shall be based on a Unit Price proposal which shall be submitted by Contractor to County within five (5) Work days of County's request. County's request for a Unit Price proposal shall not be deemed an election by County to have Change in the Work performed on a Unit Price basis.

C. If County elects to have the Change in the Work performed on a time and materials basis, the same shall be performed, its election shall be based on a time and materials price proposal which shall be submitted by Contractor within five (5) Work days of County's request. County's request for a time and materials price proposal shall not be deemed an election by County to have the Change in the Work performed on a time and materials basis.

D. Nothing herein contained shall preclude County from requesting a lump sum proposal, a Unit Price proposal, and a time and materials price proposal, or any two (2) of those, with respect to the same Change in the Work, in which event, Contractor shall submit all proposals requested.

E. Until such time as County makes its election under this Section, Contractor shall submit daily time and materials tickets to County as required under subparagraph (C) and Section 18.04(B), which shall be subject to authentication as therein provided. At such time as County makes its election under this Section, an appropriate Change Order will be issued; provided however, that until such time, County shall pay to Contractor up to County's reasonable estimated value of the Change in the Work.

F. Contractor's proposal shall be in compliance with Sections 18.02, 18.03, and 18.04 of the General Conditions.

18.06 Changes requiring a decrease in Contract Sum. If the Change in the Work will result in a decrease in the Contract Sum, County may request a quotation by Contractor of the amount of such decrease for use in preparing a Change Order. Contractor's quotation shall be forwarded to County within five (5) days of County's request and, if acceptable to County, shall be incorporated in the Change Order. If not acceptable, the parties shall make every reasonable effort to agree as

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to the amount of such decrease, which may be based on a lump sum properly itemized, on Unit Prices stated in the Contract Documents and/or on such other basis as the parties may mutually determine. If the parties are unable to so agree, the amount of such decrease shall be the total of the estimated reduction in actual cost of the Work, as determined by County in its reasonable judgment, plus ten percent (10%) thereof as overhead and profit. Contractor's proposal shall be in compliance with Sections 18.02, 18.03, and 18.04 of the General Conditions.

18.07 Changes affecting Contract Time. If Change in the Work will result in an extension or contraction of the Contract Time, and the parties are unable to agree as to number of days by which the Contract Time will be extended or contracted, County shall not be required to make its determination until the Work has been completed, at which time its determination shall be based on a review of Contractor's books and records relating to the time involved in performing the Change in the Work and on County's judgment as to whether Contractor diligently performed the same.

18.08 Disputes regarding changes. If any dispute should arise between the parties with respect to an increase or decrease in the Contract Sum or an expansion or contraction in the Contract Time as a result of a Change in the Work, Contractor shall not suspend performance of a Change in the Work or the Work itself unless otherwise so ordered by County in writing. County shall, however, pay to Contractor up to County's reasonable estimate of the value of the Change in the Work, regardless of the dispute, if said Change in the Work results in an increase in the Contract Sum; and County shall have the right to decrease the Contract Sum to County's reasonable estimated value of the Change in the Work, regardless of the dispute, if said Change in the Work results in a decrease in the Contract Sum.

18.09 Adjustment of Unit Prices. If Unit Prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed Unit Prices to the quantities of Work proposed will create a hardship on County or Contractor, the applicable Unit Prices shall be equitably adjusted to prevent such hardship.

18.10 Claims for additional cost. All Claims for additional compensation or for an increase in the Contract Sum shall be made as provided in Article 33. Any change in the Contract Sum resulting from such Claim shall be authorized by Change Order.

18.11 Minor changes in the Work. Subject to approval by County, Architect may order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be made by other written order issued through the Construction Manager. Such changes shall be binding on County and Contractor.

18.12 Limitations. Except as expressly provided by this Section, there shall be no change whatsoever in the Plans and Specifications and in the Work. Contractor shall not vary the Work, the Contract Documents, or change, add to, or omit any element, component part, or portion of the Work without the express written consent of Construction Manager or Architect contained in an executed Change Order or Field Order as herein provided. County shall not be liable for the cost for any extra Work or any substitutions, changes, additions, omissions, or deviations from the Plans and Specifications unless the same have been authorized by and the cost thereof approved

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in writing by Change Order. No extension of time for performance of the Work shall be allowed hereunder unless Claim for such extension shall be made at the time changes in the Work are ordered and such duly adjusted in writing by Construction Manager and Architect. Contractor recognizes and acknowledges that timely completion of the Work is paramount and that its duty is to proceed with the Work in accordance with the Contract Documents, notwithstanding any request for change in the Work, to the extent that proceeding is reasonable and feasible under the circumstances.

18.13 Review of Contract Documents. Execution of the Contract by the Contractor is a representation that the Contractor has visited the Site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Contractor shall carefully study and compare the Contract Documents including, but not limited to, the Agreement, General Conditions, Drawings, Specifications, Addenda, and modifications, and shall at once report to Architect and Construction Manager any error, inconsistency, or omission it may discover. Contractor shall not work without proper Drawings and Specifications or interpretations. If Contractor performs any construction activity knowing it involves a recognized error, inconsistency, or omission in the Contract Documents without such notice to Architect and Construction Manager, Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the costs attributable for correction.

18.14 Requests for Information. Contractor shall review all Requests for Information (RFI), or other Contractor or Subcontractor initiated RFI, prior to submission to Construction Manager to ensure that the information requested in such RFI is not already provided in the Contract Documents. RFI submittals shall come only from Contractor (not from any Subcontractors). Contractor shall prepare RFI on an RFI form approved by the Construction Manager, which shall include a detailed description of the conditions, cause, and/or reason for the request. RFI shall also include a proposed resolution. All RFI shall reference the applicable Construction Documents. A transmittal letter over a subcontractor's RFI does not constitute an approved form. The Construction Manager will receive and review RFI from the Contractor, and forward each RFI to the Architect and County, with the Construction Manager's recommendations. The Architect and County will review and respond, in writing, to the Construction Manager to RFI about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made, in writing, within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the RFI.

ARTICLE 19 UNCOVERING AND CORRECTION OF WORK

19.01 Uncovering of Work.

(a) If any Work is covered contrary to the request of the Architect or Construction Manager, it must be uncovered for the Architect's or the Construction Manager's observation and replaced at the Contractor's expense.

(b) Architect or Construction Manager may ask to see any other Work that has been covered prior to its inspection by Architect or Construction Manager, and Contractor shall uncover the Work. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to County. If such Work performed by Contractor or Contractor's Subcontractor is found not to be in accordance with the Contract

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Documents, Contractor shall pay such costs unless it is found that a separate Contractor which is not Contractor's Subcontractor caused this condition, and, in that event, that separate Contractor shall be responsible for the payment of costs to uncover and replace the Work.

19.02 Correction of Work.

(a) Contractor shall promptly correct all Work rejected or otherwise determined by Construction Manager, Architect or Owner to be defective whether observed before or after Final Completion and whether or not fabricated, installed, or completed.

(b) In addition to the Contractor's obligation under Article 35, if, within one (1) year after the date of Final Completion of the Work or (if applicable) designated portion thereof, or after the date for commencement of warranties established under Article 35, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective, the Contractor shall correct it promptly after receipt of written notice from the County to do so unless the County has previously given the Contractor a written acceptance of such condition. The County shall give such notice promptly after discovery of the condition. If, during the applicable correction period, the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the County waives the rights to require correction by the Contractor and to make a Claim for breach of warranty.

(c) The one (1) year correction period shall be extended with respect to portions of Work first performed after Final Completion, and for Defective Work which is not promptly corrected pursuant to this Section 19.02 by the period of time between Final Completion and the actual completion or correction of that portion of the Work. The one (1) year period for correction of Work shall not be extended for Defective Work which is promptly corrected by the Contractor pursuant to this Section 19.02.

(d) Contractor shall bear all cost of correcting Defective Work, including the cost of Construction Manager's and Architect's additional services made necessary thereby, whether before or after Final Completion.

(e) All Defective Work shall be removed from the Site if necessary, and the Work shall be corrected to comply with the Contract Documents without cost to County.

(f) Contractor shall bear the cost of making good all Work of Contractor, Contractor's Subcontractors and separate Contractors or existing facilities destroyed or damaged by such removal or correction, whether before or after Final Completion.

19.03 Contractor's failure to remove Defective Work. If Contractor does not remove such defective or nonconforming Work within a reasonable time fixed by written notice from Construction Manager, County may remove it and may store the materials or equipment at the expense of Contractor. If Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, County may upon ten (10) additional days written notice sell such Work at auction or a private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by Contractor, including compensation for additional architectural services. If such proceeds of sale do not cover all costs, which Contractor should have borne, the difference shall be charged to Contractor and an appropriate Change Order shall be issued. Such Change Order shall not require Contractor's consent to be effective. Said amount may be deducted from any payment thereafter due to Contractor under this or any other Contract with County. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall pay the difference to County.

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19.04 Contractor's failure to correct Defective Work. If Contractor fails to correct such defective or nonconforming Work, County may correct it in accordance with Section 34.03.

19.05 Acceptance of defective or nonconforming Work. If County prefers to accept defective or nonconforming Work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract Sum, or, if the amount is determined after final payment, it shall be paid by Contractor. The issuance of the final certificate, final payment, or any provisions in the Contract Documents shall not relieve Contractor of responsibility for faulty materials, equipment, or workmanship. Contractor shall remedy any defects due to, and pay for any damage to, other Work in accordance with the applicable guaranty or warranty provisions of the Contract Documents.

19.06 Emergency corrective action by County. If, in the opinion of County, Defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to County or third parties or to prevent interruption of operations of County or third parties, County will attempt to give notice to Contractor. If Contractor cannot be contacted promptly or does not comply with County's request for correction within a reasonable time as determined by County, County may, notwithstanding the provisions of this Contract, proceed to make such correction or provide such attention, and the costs of such correction or attention shall be charged against Contractor. Such action by County shall not relieve Contractor of any warranty obligations provided in this Contract.

PART III SAFETY

ARTICLE 20 PROTECTION OF PERSONS AND PROPERTY

20.01 Contractor's responsibility for safety. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:
(a) All employees on the Work and all other persons who may be affected thereby;
(b) All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of Contractor or any Subcontractor; and
(c) Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

20.02 Environmental Controls. Contractor shall comply with all rules, regulations, ordinances, and statutes that apply to any Work performed under the Contract Documents including, without limitation, any toxic, water, stormwater management and soil pollution controls and air pollution controls specified in California Government Code Section 11017. Contractor shall be responsible for insuring that Contractor’s Employees, Subcontractors, and the public are protected from exposure to airborne hazards or contaminated water, soil, or other toxic materials used during or generated by activities on the Site or associated with the Project.

20.03 Compliance with safety requirements. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction for the

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safety of persons or property or to protect them from damage, injury, or loss. He/she/it shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities.

20.04 Contractor To Locate Underground Facilities.

A. During construction, Contractor shall comply with Government Code Sections 4216 through 4216.9, and in particular Section 4216.2 which provides, in part: "Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two (2) working days, but no more than fourteen (14) calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation."

B. Contractor shall contact Underground Service Alert (USA), and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching Work, Contractor shall provide Owner with copies of all USA records secured by Contractor. Contractor shall advise Owner of any conflict between information provided in Geotechnical Data and Existing Conditions, the Drawings and that provided by USA records. Contractor's excavation shall be subject to and comply with the Contract Documents.

C. Contractor shall also investigate the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site, even if not shown or indicated in Geotechnical Data and Existing Conditions, the Drawings or that provided by USA records. Contractor shall immediately secure all such available information and notify Owner and the utility owner, in writing, of its discovery.

20.05 Contractor To Protect Underground Facilities.

A. At all times during construction, all operating Underground Facilities shall remain in operation, unless the Contract Documents expressly indicate otherwise. Contractor shall maintain such Underground Facilities in service where appropriate; shall repair any damage to them caused by the Work; and shall incorporate them into the Work, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in service installations damaged by Contractor's operations.

B. Prior to performing Work at the Site, Contractor shall lay out the locations of Underground Facilities that are to remain in service and other significant known underground installations indicated by the Underground Facilities Data. Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, all such utilities or installations that are to remain and that are subject to damage. If additional utilities whose locations are unknown are discovered, Contractor shall immediately report to Owner for disposition of the same. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Division 007100.

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C. If during construction, an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by Owner for bidding or in information on file at USA or otherwise reasonably available to Contractor, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven [7] Days), and prior to performing any Work in connection therewith (except in an emergency), identify the owner of such Underground Facility and give written notice to that owner and to Owner. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. The cost of all of the following will be included in the Contract Sum and Contractor shall have full responsibility for (a) reviewing and checking all available information and data including, but not limited to, information made available for bidding and information on file at USA; (b) locating all Underground Facilities shown or indicated in the Contract Documents, available information, or indicated by visual observation including, but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing; (c) coordination of the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

E. Consistent with California Government Code Section 4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding. Owner will compensate for the cost of locating and repairing damage not due to Contractor's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or information made available for bidding with reasonable accuracy, and equipment on the Project necessarily idled during such Work. Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of Owner or the utility to provide for removal or relocation of such utility facilities.

20.06 Concealed Or Unknown Conditions.

A. If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall give a written Notice of Differing Site Conditions to Owner promptly before conditions are disturbed, except in an emergency as set forth in this Division 007100, and in no event later than seven (7) Days after first observance of:

1. Subsurface or latent physical conditions which differ materially from those indicated in the Contract Documents; or
2. Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.

B. In response to Contractor's Notice of Differing Site Conditions under this Section, Owner will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, Owner will negotiate the appropriate Change Order following the procedures set forth in the Contract Documents. If Owner determines that physical conditions at the Site are not latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, Owner will so notify Contractor in writing, stating reasons.

C. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed latent or materially different Site conditions (whether above or below grade) if

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Contractor knew or should have known of the existence of such conditions at the time Contractor submitted its Bid, failed to give proper notice, or relied upon information, conclusions, opinions or deductions of the kind that the Contract Documents preclude reliance upon.

D. Regarding Underground Facilities, Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that is owned and was built by Owner only where the Underground Facility:

1. Was not shown or indicated in the Contract Documents or in the information supplied for bidding purposes or in information on file at USA; and
2. Contractor did not know of it; and
3. Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in the Contract Sum or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated in the Contract Documents, in the information supplied to Contractor for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor.)

E. Contractor shall bear the risk that Underground Facilities not owned or built by Owner may differ in nature or locations shown in information made available by Owner for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor. Underground Facilities are inherent in construction involving digging of trenches or other excavations on Owner's Project, and Contractor is to apply its skill and industry to verify the information available.

F. Contractor's compensation for claimed latent or materially different Site conditions shall be limited to the actual, reasonable, incremental increase in cost of that portion of the Work, resulting from the claimed latent or materially different Site conditions. Such calculation shall take into account the estimated value of that portion of the Work and the actual value of that portion of the Work, using for guidance Contractor's or its Subcontractor's bid amount and actual amounts incurred for that portion of the Work and the reasonable expectation (if any) of differing or difficult site conditions in the Work area based on the available records and locale of the Work. For example, if Contractor excavates in an area unexpected, then such costs would be recoverable entirely; while if Contractor extends an existing excavation, then such costs would be recoverable if the resulting excavation costs in that Work area exceeded the reasonable expectations therefore.

20.07 Trench safety. For all trenches to be made in connection with the Work, Contractor shall submit a detailed 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. If such plan varies from the shoring system standards, a registered civil or structural engineer shall prepare the plan. The plan shall be reviewed, and must receive approval as adequate to protect worker safety, by County or by a registered civil or structural engineer employed by County, in advance of excavation. The shoring, sloping, or protective system must be at least as effective as that required by the Construction Safety Orders and in accordance with California Labor Code Section 6705.

20.08 Hazardous substance. The term "hazardous substance" means any substance on the list of hazardous substances established by the Director of Industrial Relations pursuant to the Labor Code Section 6382, which includes asbestos, lead, toxic chemicals, contaminants, any substance designated by the Environmental Protection Agency as a hazardous substance, and other pollutants

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and contaminants.
(a) If Contractor encounters on the property any substance reasonably believed to be a Hazardous Substance that has not been rendered harmless, i.e., not potentially hazardous to human health, Contractor shall immediately stop Work in the area affected and report the condition to County, Construction Manager and Architect in writing.
(b) Neither Contractor nor any Subcontractor shall cause or permit any Hazardous Substance to be brought upon the property or used in the Work without the prior written consent of County. Contractor and each Subcontractor shall comply with all laws regarding the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation, or disposal of Hazardous Substances brought onto the property by Contractor, its Subcontractors, and/or their personnel.
(c) Any handling, treatment, removal, decontamination, cleanup, transportation, disposal, or disturbance in any of Hazardous Substances shall only be performed by Contractor or any Subcontractor licensed and certified to perform the Work. Any hazardous substance abatement or remediation Work will be performed in such a way that is legally consistent with the recommendations of the certified County agent, appropriate governmental agencies, and all applicable laws.
(d) If there is a Hazardous Substance on the property, Contractor shall protect adjoining property and provide barricades, temporary fences, and covered walkways required to protect the health and safety of passersby as required by this Agreement, prudent construction practices, and all applicable laws.

20.09 Contractor's safety monitor. Contractor shall designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's Superintendent unless otherwise designated in writing by Contractor to County, Construction Manager, and Architect.

20.10 Unsafe loading. Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigations regarding structural, mechanical, electrical or any other existing systems, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

20.11 Emergencies. In any emergency affecting the safety of persons or property, Contractor shall act, at his/her/its discretion, to prevent threatened damage, injury, or loss. Any additional compensation or extension of time claimed by Contractor on account of emergency Work shall be determined as provided in Article 18 – Changes in the Work.

20.12 Accidents. Contractor shall promptly report, in writing, to Architect, Construction Manager, and County all accidents whatsoever arising out of, or in connection with the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, Contractor shall report the accident immediately to Construction Manager by telephone or messenger. Contractor shall thereafter promptly report the facts, in writing, to Architect, Construction Manager, and County giving full details of the accident.

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PART IV PAYMENTS

ARTICLE 21 PROGRESS PAYMENTS

21.01 Monthly progress payments. Monthly progress payments shall be made to Contractor, as provided in this Article.

21.02 Schedule of values. Before Contractor submits any application for payment, Contractor shall submit to Construction Manager and Architect a schedule of values of the various portions of the Work, to be used to enable County to estimate the timing and amounts of the successive progress payments. If required by Construction Manager, the schedule shall include quantities aggregating the total Contract Sum, divided so as to show Contractor's anticipated payments to Subcontractors. The schedule shall be prepared in such form as may be specified in the Contract Documents or by Construction Manager, or as may be agreed upon by Construction Manager and Contractor. The schedule shall include such data as Construction Manager and Architect may require substantiating its correctness. Each item in the schedule shall include its proper share of overhead and profit. This schedule, when approved by Construction Manager, shall be used only for preparing and reviewing Contractor's applications for payment, and will not be considered as fixing a basis for additions to or deductions from the Contract Sum.

21.03 Application for payment. On or before the fifth day of each month, Contractor shall submit to Construction Manager an application for payment including a schedule of values, requesting payment for the Work completed up to the end of that same month, using the standard AIA form for requesting progress payments or such other form as may be prescribed by County. The application shall be itemized by task and shall be supported by such data substantiating Contractor's right to payment as County, Architect or Construction Manager may require.

21.04 Payment for stored materials and equipment. If payments are to be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the Site, or at some other location agreed upon in writing, such payments shall be conditioned upon submission by Contractor of bills of sale or such other procedures satisfactory to County to establish County's title to such materials or equipment or otherwise protect County's interest including applicable insurance and transportation to the Site.

21.05 Certificates for payment. If Contractor has made application for payment as set forth above, Construction Manager will, with reasonable promptness but not more than ten (10) days after the receipt of the application, issue a certificate for payment to County, with a copy to Contractor, for such amount as Construction Manager determines to be properly due, or state in writing the reasons for withholding a certificate as provided in Section 22.01. A payment request determined not to be a proper payment request suitable for payment will be returned to Contractor within seven (7) days with a statement setting forth the reasons why the payment request is not proper. Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by Project Manager, stating the Work for which payment is demanded has been performed in accordance with the terms of the Contract. Contractor is entitled to interest pursuant to Public Contract Code Section 20104.50 if County fails to make the progress payment within thirty (30) days after County Auditor Controller’s receipt of an undisputed properly submitted payment request.

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21.06 Findings to issue certificate of payment. In determining to issue a certificate of payment, Construction Manager and Architect must make the following findings, based on observations at the Site, the schedule of values, and the data included in the application for payment:
(a) that the Work has progressed to the point indicated;
(b) that, to the best of their knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his/her/its certificate); and
(c) that Contractor is entitled to payment in the amount certified.

21.07 Amount of progress payment. The amount of each progress payment shall equal ninety-five percent (95%) of the estimated value of Work performed up through the last day of the previous month, less the aggregate of all previous payments. The amount of the progress payment may be further reduced by any withholdings or deductions that may be taken from the payment pursuant to other provisions of this Contract. For the purpose of determining the amount of any particular progress payment, the value of Work completed is only an estimate; such value or estimate shall be used for no other purpose in connection with this Contract and shall not be binding on County Architect or Construction Manager for any other purpose or any other payment, and County, Architect and Construction Manager shall have the right to correct any error in such value or estimate for later payments.

21.08 Payment by County. Promptly after Construction Manager has issued a certificate for payment, County shall submit the appropriate documentation to the Monterey County Auditor-Controller, who shall make payment to Contractor within thirty (30) days thereafter. All materials and Work covered by payments made shall thereupon become the sole property of County, and this provision shall not be construed as relieving Contractor from the continuing responsibility for all materials and Work upon which payments have been made or the restoration of any damaged Work, or as a waiver of any right of County to require the fulfillment of all terms of this Agreement. Title to all Work completed in the course of construction and to all materials, including the Specifications and other documents prepared by Architect, Construction Manager, and/or Contractor on account of which payment has been made shall be vested in County.

21.09 Limited effect of issuance of certificate or progress payment. By issuing a certificate for payment, Construction Manager and Architect shall not thereby be deemed to represent that they have made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that they have reviewed the construction means, methods, techniques, sequences, or procedures, or that they have made any examination to ascertain how or for what purpose Contractor has used the monies previously paid on account of the Contract Sum. Further, no certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by County, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

ARTICLE 22 WITHHOLDING PAYMENTS

22.01 Grounds for withholding payment. The Architect or Construction Manager may decline to approve an application for payment and may withhold his/her certificate for payment as to all or part of the payment amount requested, to the extent reasonably necessary to protect County, if in

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the Architect's or Construction Manager's opinion he/she is not able to make the findings set forth in Section 21.06. Architect or Construction Manager may also decline to approve payment, in whole or in part, and, based on subsequently discovered evidence or subsequent inspections, Architect or Construction Manager may nullify the whole or any part of any certificate for payment previously issued, to such extent as may be necessary in the Architect's or Construction Manager's opinion to protect County. Such withholding of the certificate or of any amounts requested by Contractor in connection with the certificate, may be based on any of the following grounds:
(a) Defective Work not remedied;
(b) third-party Claims filed or reasonable evidence indicating probable filing of such Claim;
(c) failure of Contractor to make payments properly to Subcontractors or for labor, materials, or equipment;
(d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum;
(e) damage to another Contractor;
(f) reasonable indication that the Work will not be completed within the Contract Time;
(g) unsatisfactory prosecution of the Work by Contractor;
(h) stop notices filed for any portion of the Work;
(i) failure or refusal of Contractor to fully comply with the Contract requirements; or
(j) Contractor's failure to comply within a reasonable time with Article 20 of these conditions.

22.02 Application of withheld amounts. County may apply any such withheld amounts to payment of such Claims or obligations, in County's sole discretion. In so doing, County shall be deemed the agent of Contractor and any payment so made by County shall be considered as a payment made under Contract by County to Contractor. County shall not be liable to Contractor for any such payments made in good faith. Such payments may be made without prior judicial determination of such Claim or obligation. County will render to Contractor a proper accounting of any funds so disbursed on behalf of Contractor.

22.03 Payment when grounds removed. When the above grounds for withholding payment are removed by Contractor or by County, payment of the withheld amounts or the remaining balance thereof shall be made to Contractor.

ARTICLE 23 COMPLETION AND FINAL PAYMENT

23.01 Substantial Completion.
A. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

B. Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work, or designated portion thereof, is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the requirements of the Contract Documents so that the Owner can occupy or utilize the Work, or designated portion thereof, for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a

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request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

C. When the Architect, assisted by the Construction Manager, determines that the Work, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; shall establish responsibilities of the County and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Final Completion of the Work, or designated portion thereof, unless otherwise provided in the Certificate of Substantial Completion.

D. The Certificate of Substantial Completion shall be submitted to the County and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

23.02 Application for final payment. When the Work is complete, Contractor shall submit to Construction Manager the following documents:
(a) a written notice that the Work is ready for final inspection;
(b) an application for final payment;
(c) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which County might in any way be responsible, have been paid or otherwise satisfied;
(d) consent of the sureties, if any, to final payment; and
(e) if required by County, other proof (such as receipts, releases, and waivers of liens) establishing payment or satisfaction of all obligations arising out of the Contract, to the extent and in such form as may be designated by County.

23.03 Bond for outstanding Claims or liens. If any person refuses to furnish a release or waiver required by County, Contractor may furnish a Bond satisfactory to County to indemnify and defend County against any Claim that might be made against County or any lien that might be placed against the Work on account of such person. If any such Claim or lien remains unsatisfied after all payments are made, Contractor or the Surety shall pay to County all monies that County may be compelled to pay in discharging such Claim or lien, including all costs and reasonable attorneys' fees.

23.04 Inspection and final certificate. Upon receipt of the application for final payment and documents required per Section 23.02, Architect and Construction Manager will promptly inspect the Work. Architect and Construction Manager shall issue a certificate for final payment, with copies to both County and Contractor, if they make the following findings:
(a) that the Work is acceptable under the Contract Documents;
(b) that the Contract has been fully performed;
(c) that to the best of their knowledge, information, and belief, and on the basis of their observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents;
(d) that all potential liens or Claims for Subcontractors' services and for labor, equipment, and materials on the Work have been satisfied or adequately secured;
(e) that the balance noted in the final certificate is due and payable; and

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(f) that all necessary approvals of applicable federal, state, or local agencies and/or authorities have been issued.

23.05 Determination not to issue certificate for final payment. If the Architect and Construction Manager determine that the necessary findings cannot be made to issue a final certificate, the Construction Manager shall promptly notify Contractor, in writing, of the reasons for such determination. Contractor shall promptly thereafter take appropriate steps to remove the grounds for denial of the final certificate.

23.06 Acceptance by Board of Supervisors. Promptly after the Architect and Construction Manager issue the certificate for final payment, the matter will be submitted to the County Board of Supervisors for final acceptance of the Work. Work on the Contract shall be deemed complete when the Board of Supervisors accepts the Work. Not later than fifteen (15) days after such acceptance, County shall record its notice of completion.

23.07 Effect of final payment as to County. The making of the final payment by County to Contractor hereunder shall not constitute a waiver of any Claims which County may now or thereafter have against Contractor by reason of this Agreement or any other matter related to the Work.

23.08 Effect of final payment as to Contractor. Acceptance of final payment shall constitute a waiver of all Claims by Contractor except those previously made, in writing, and remaining still unsettled.

23.09 Final Payment. The final payment, if unencumbered, or any part thereof unencumbered, shall be made not later than 60 days after completion of the Work and submission of all completion documents.

ARTICLE 24 ALTERNATIVE PAYMENT OF WITHHELD FUNDS

24.01 Alternatives to withholding. This Contract requires a five percent (5%) withholding from progress payments. Progress payments shall not be made in excess of 95 percent (95%) of the actual Work completed plus a like percentage of the value of material delivered on the ground or stored subject to, or under the control of, County, and unused. County shall withhold five percent (5%) from the progress payments until final completion and acceptance of the Project by the Board of Supervisors. At Contractor's request, County shall make payment of these funds withheld from progress payments through the use of the escrow procedures provided in this Section and either Section 24.02 or Section 24.03. As a prerequisite to compliance with Section 24.02 or Section 24.03, Contractor shall select an escrow agent, who shall be County Auditor-Controller or any state or federally chartered bank in California; the parties shall enter into an escrow Agreement meeting the requirements of Public Contract Code Section 22300; and the parties shall deposit with the escrow agent the escrow Agreement, the withheld portions of the progress payments that have accrued before opening of the escrow, all future withheld portions as they accrue, and all other deposits required below. Contractor shall pay all expenses incurred in implementing the procedures set forth herein.

24.02 Alternative one: substitution of securities for withheld funds. At Contractor's request, eligible securities provided by Contractor, equivalent to the amount withheld, shall be deposited

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with the escrow agent, who shall then pay the withheld monies to Contractor. After the initial deposits and disbursements, County shall deposit all additional amounts to be withheld with the escrow agent as they accrue, and if Contractor desires their release, Contractor shall increase the amount of the securities on deposit, if necessary, in order that the value of the securities on deposit shall equal or exceed the total of all amounts currently and previously authorized to be withheld under the Contract without the substitution of securities. Upon satisfaction of that condition, the escrow agent shall immediately pay the additional withheld amounts to Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor.

24.03 Alternative two: investment of withheld funds. Alternatively, Contractor may direct that the withheld funds deposited in the escrow be invested in eligible securities. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from County. Contractor shall pay to each Subcontractor, not later than twenty (20) days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention withheld to ensure the performance of Contractor.

24.04 Eligible securities: interest. Securities eligible to be used under the above Sections shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and County. The parties must agree upon the value of the securities, as a condition of their deposit in the escrow. Contractor shall be the beneficial owner of any securities deposited pursuant to this Article 24 and shall receive any interest thereon. Contractor may withdraw interest earned on securities held in escrow at any time without notice to County.

24.05 Inapplicability of Article 24 to certain Contracts. The provisions of this Article 24 shall not apply to Contracts in which there will be financing provided by the Farmers Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Sec. 1921 et seq.) and where federal regulations or policies, or both, do not allow the substitution of securities.

PART V EMPLOYMENT PRACTICES

ARTICLE 25 APPRENTICES

25.01 Compliance with Labor Code apprenticeship requirements. Contractor and all Subcontractors shall comply with the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7, when applicable, pertaining to apprentices, and with all applicable regulations pursuant thereto (Title 8, California Code of Regulations, Sections 200 et seq., especially Sections 227 et seq.), including, but not limited to, provisions relating to required or permitted ratios of apprentices to experienced workers. When any question exists concerning these requirements, Contractor and/or any Subcontractor concerned should contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, California, or one (1) of its branch offices, prior to commencement of Work. The prime Contractor is responsible for ensuring compliance with this Section.

25.02 State policy. It is State policy to encourage the employment and training of apprentices on Public Works Contracts in conformity with standards set by law.

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ARTICLE 26 NON-DISCRIMINATION PROVISIONS

26.01 Non-discrimination in employment practices. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. Contractor and any Subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

26.02 "Discrimination" defined. As used in this Contract, the term "discrimination" includes, but is not limited to, the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or any other prohibited discriminatory practice. The term also includes any act of retaliation.

26.03 Application of Monterey County Code, Chapter 2.80. The provisions of Monterey County Code (MCC), Title 2, Chapter 2.80, apply to activities conducted pursuant to this Contract. Contractor and its officers and employees, in their actions under this Contract, are agents of the Owner within the meaning of MCC Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by MCC Chapter 2.80. Complaints of discrimination made by Contractor, Subcontractor(s), or any of their employees or agents against the Owner may be investigated and resolved using the procedures established by MCC Chapter 2.80. Contractor shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against Contractor by its own employees, agents and third parties, and shall provide a copy of such procedures to County upon demand by County.

26.04 Compliance with laws. During the performance of this Agreement, Contractor shall comply with all applicable federal, state, and local laws and regulations, which prohibit discrimination, including, but not limited to, the following:
(a) California Labor Code Section 1735;
(b) California Fair Employment and Housing Act, Government Code Sections 12900 et seq., and the administrative regulations issued thereunder, Title 2 California Code of Regulations, Sections 7285.0 et seq. (Division 4 – Fair Employment and Housing Commission);
(c) California Government Code Sections 111–5 - 11139.5 (Title 2, Div. 3, Part 1, Chap.1, Art. 9.5) and any applicable administrative regulations issued thereunder;
(d) Federal Civil Rights Acts of 1964 and 1991 (see especially Title VII, 42 USC Sections 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 84); and all guidelines and interpretations issued pursuant thereto;
(e) The Rehabilitation Act of 1973, Sections 503 and 504 (29 USC Sections 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Part 84); and all guidelines and interpretations issued pursuant thereto;
(f) Americans With Disabilities Act of 1990 (P.L. 101- 336), as amended, 42 USC Sections 12101 et seq., and 47 USC Sections 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627 and 1630; and 36 CFR Part 1191;

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(g) Unruh Civil Rights Act, California Civil Code Sections 51 et seq.; and
(h) Monterey County Code, Title 2, Chapter 2.80, as amended and procedures issued pursuant thereto.

26.05 Written assurances. Upon request by County, Contractor will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, as amended, the Rehabilitation Act of 1973, as amended, the Americans With Disabilities Act of 1990, as amended, and/or Executive Order 11246, as may be required by the federal government in connection with this Contract, pursuant to 45 CFR Section 80.4 or 45 CFR Section 84.5 or other applicable state or federal regulations.

26.06 Written nondiscrimination policy. Contractor shall maintain a written statement of its nondiscrimination policies, which shall be consistent with the terms of this Agreement. Such statement shall be available to Contactor's employees, the Owner, Owner's officers and employees, and members of the public, upon request.

26.07 Notice to labor unions. Contractor shall give written notice of its obligations under Sections 26.01 through 26.09 to labor organizations with which it has a collective bargaining or other Agreement.

26.08 Access to records by government agencies. Contractor shall permit access by Owner and by representatives of the California Department of Fair Employment and Housing and the U.S. Equal Employment Opportunity Commission, and any federal and/or state agency providing funds for this Contract upon reasonable notice at any time during normal business hours, but in no case on less than twenty-four (24) hours notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.

26.09 Binding on Subcontractors. The provisions of Sections 26.01 through 26.09 shall also apply to all of Contractor's Subcontractors. Contractor shall include the nondiscrimination and compliance provisions of these Sections in all Subcontracts to perform Work or provide services under this Contract.

ARTICLE 27 HOURS OF WORK

27.01 Eight (8) hour day; forty (40) hour week. No Work shall be performed by employees of Contractors in excess of eight (8) hours per day or forty (40) hours during any one (1) week, unless such employees are compensated for all such excess hours at not less than one-and-one half times the basic rate of pay, as provided in Labor Code Section 1815. Holiday Work when permitted by law shall also be compensated at not less than one-and-one half times the basic rate of pay.

27.02 Penalties. Pursuant to Labor Code Section 1813, Contractor shall forfeit, as a penalty to County, $25 for each worker employed in the execution of the Contract by Contractor or any Subcontractor under Contractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of the Labor Code Sections 1810 through 1815.

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27.03 Approvals. Contractor will not be entitled to additional compensation for Work performed outside of regular working hours, except to the extent such compensation is approved in advance, in writing, by Construction Manager. If so approved, such compensation shall in such event cover only the direct cost of the premium portion of the time involved, when permitted, and be without any overhead or profit.

ARTICLE 28 PREVAILING WAGES

28.01 Prevailing wage rates determined. The Director of the California Department of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which said public Work is to be performed for each craft, classification, or type of worker needed to execute the Contract in accordance with Labor Code Sections 1770 through 1775. Copies of the prevailing rate of per diem wages are on file and shall be made available to any interested party on request in the PWFP – Public Works, Parks and Facilities office located at 1441 Schilling Place, Second Floor, Salinas California 93901. Current prevailing wage rate schedules can also be found at the California Department of Industrial Relations website located at http://www.dir.ca.gov/DLSR/PWD/.

28.02 Payment of prevailing wage rates required. Contractor and all Subcontractors performing Work under this Contract shall pay wages to their workers employed on such Work at not less than the general prevailing rate of per diem wages for such Work, as required by Labor Code Section 1771.

28.03 Penalties. Failure to pay such prevailing wages shall subject the employer to the penalties set forth in Labor Code Section 1775.

28.04 Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation, California Labor Code Section 1776 and Sections 1810 through 1815. Failure to so comply shall constitute a default under this Contract.

ARTICLE 29 PAYROLL RECORDS

29.01 Compliance with Labor Code Section 1776. Contractor and all Subcontractors shall comply with Labor Code Section 1776 as may be amended from time to time. Contractor shall be responsible for compliance with these provisions by his /her/its Subcontractors.

29.02 Accurate payroll records required. Contractor and each Subcontractor shall keep accurate payroll records, 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/her/it in connection with the public Work.

29.03 Certification and inspection of payroll records. The payroll records enumerated under Section 29.02 shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor or Subcontractor on the following basis:
(a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
(b) A certified copy of all payroll records enumerated in Section 29.02 shall be made available for

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inspection, or furnished upon request, to a representative of County, and/or the Division of Labor 7Standards Enforcement of the Department of Industrial Relations (DIR).
(c) A certified copy of all payroll records enumerated in Section 29.02 shall be made available upon request to the public for inspection or copies thereof made; provided however, that a request by the public shall be made through County, or the Division of Labor Standards Enforcement of the DIR. The public shall not be given access to such records at the principal offices of Contractor.

29.04 Filing of records. Contractor and each Subcontractor shall file a certified copy of the records enumerated in Section 29.02 with the entity that requested such records within ten (10) days after receipt of a written request.

29.05 Elimination of personal identification. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by County, or the Division of Labor Standards Enforcement of the DIR 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 Contractor or Subcontractor awarded the Contract or performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor management committee established pursuant to the Federal Labor Management Cooperation Act of 1978 (29USC 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

29.06 Notice to County concerning location of records. Contractor and each Subcontractor shall inform County as to the location of the records enumerated under Section 29.02, including the street address, city, and county, and shall within five (5) Work days, provide a notice of any change of location and address.

29.07 Notice of noncompliance; penalties. The Contractor or Subcontractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting the records enumerated in Section 29.02. In the event that the Contractor or Subcontractor fails to comply with the ten (10) day period, he/she/it shall, as a penalty to the County, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement of the DIR, these penalties shall be withheld from progress payments then due. The Contractor is not subject to a penalty assessment pursuant to this Section due to the failure of a Subcontractor to comply with this Section.

29.08 DIR Requirements. All Contractors and Subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (Division of Labor Standards Enforcement of the DIR). Additionally, the awarded Contractor shall submit electronic certified payroll records to Construction Manager with each application for payment and/or concurrent with the required monthly submittal to the DIR.

PART VI LEGAL RELATIONS

ARTICLE 30 COMPLIANCE WITH LAWS

30.01 Compliance with laws. Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall protect and indemnify Owner and

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its officers, employees, consultants and agents against any Claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Contractor or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work. If Contractor observes that any of the Contract Documents are at variance therewith in any respect, he/she/it shall promptly notify Construction Manager in writing, and any necessary changes shall be adjusted by appropriate modification. If Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to Construction Manager, Contractor shall assume full responsibility therefore and shall bear all costs attributable thereto. Without limitation of any other provision hereof, if Contractor performs any Work which is contrary to such laws, ordinances, codes, rules and regulations, Contractor shall without additional reimbursement or extension of time make all changes and bear all costs as required to comply.

30.02 Rules of governing agencies. All Work and materials shall be in full accordance with the Rules and Regulations of the State Fire Marshall, the Construction Safety Orders of the Division of Industrial Safety of the DIR, and all other applicable codes and regulations.

30.03 Compliance with uniform codes. All Work and materials shall comply with the current editions of the California Building Code, the California Electric Code, the California Plumbing Code, the California Mechanical Code, and the California Administrative Code, and Title 18 of the Monterey County Code.

30.04 Statutory regulation of Public Works. This Contract is subject to all statutes of the State of California regulating the performance of Work by a public agency or political subdivision of such state, and particularly the following:

- Public Contract Code Sections 4100-4114 (Subletting and Subcontracting Fair Practices Act).
- Labor Code Sections 1720-1743 (Public Works, Scope, and Operation).
- Labor Code Sections 1770-1781 (Public Works, Wages).
- Labor Code Sections 1810-1815 (Public Works, Working Hours).

All Work performed under this Contract, whether by Contractor or by any Subcontractor, shall comply with all such statutes.

30.05 Compliance with Clean Air and Clean Water Acts. Contractor and all Subcontractors shall comply with the Federal Clean Air Act (42 USC Sections 1857 et seq. and 42 USC Sections 7401 et seq.) and with the Federal Clean Water Act (33 USC Sections 1251 et seq.) and all other applicable federal air and water pollution control rules and regulations.

30.06 Federally funded Contracts. If the Project for which the Work under this Contract is to be performed is funded in whole or in part by grants or loans from the federal government, Contractor and all Subcontractors shall comply with regulations adopted by the U.S. Secretary of Labor pursuant to 40 USC Section 276c and with all other statutes, rules, and regulations that are applicable because of such federal funding.

30.07 Kickbacks and illegal withholdings of pay. Contractor and all Subcontractors shall comply with the provisions of Labor Code Sections 221 and 222, which prohibit kickbacks and withholdings from employee wages.

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30.08 Illegal fees. Contractor and all Subcontractors shall comply with the provisions of Labor Code Sections 1778, 1779, and 1780, which prohibit the taking of any portion of the wages of workers employed on Public Works Projects and the collection of certain fees from workers employed on Public Works Projects and from applicants for such employment.

30.09 Provisions required by law deemed inserted. Each and every provision required by law to be inserted in this Contract shall be deemed to be inserted herein as may be amended from time to time, and this Contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not accurately set forth in the Contract Documents, or is not correctly set forth, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction through a written amendment signed by the Contractor and Owner.

30.10 Good faith effort to employ Monterey Bay Area residents. For all provisions of the Good faith effort to employ Monterey Bay area residents, see Instructions to Bidders, Division 002000, number 16, and Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents.

30.11 Employment of undocumented aliens. Comply with California Public Contract Code Section 6101 which provides that no state agency or department, as defined in Public Contract Code Section 10335.7, that is subject to the Public Contract Code, shall award a public works or purchase contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works or purchase contract, who has, in the preceding five (5) years, been convicted of violation of a state or federal law respecting the employment of undocumented aliens.

30.12 Nondiscrimination. No person or entity shall discriminate in the employment of persons upon Public Works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual preference, or gender of such persons, except as provided in Section 12940 of the California Government Code. Every Contractor for Public Works violating the provisions of Section 1735 of the California Labor Code is subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division 2 of the California Labor Code.

30.13 Child Support Compliance. In accordance with California Public Contract Code Section 7110, CONTRACTOR and any and all SUBCONTRACTORS recognize the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code; and, CONTRACTOR and SUBCONTRACTORS, to the best of their knowledge, are fully complying with the earnings assignment orders of all employees and is/are providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

ARTICLE 31 PERFORMANCE AND PAYMENT BONDS

31.01 Required bonds and amounts. Contractor shall furnish a Surety Bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for faithful performance of this

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Contract ("Performance Bond") and shall furnish a separate Surety Bond in an amount at least equal to one hundred percent (100%) of the Contract Sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract ("Payment Bond"). Both the Performance Bond and the Payment Bond must be executed by an admitted surety insurer. The form of these bonds shall be as set forth in these Contract Documents.

ARTICLE 32 INDEMNIFICATION AND INSURANCE

32.01 Indemnification.

A. Contractor shall indemnify, defend, and hold harmless County, and its officers, employees and agents from and against any and all Claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms, or corporations furnishing or supplying Work, services, materials, or supplies in connection with the performance of this Contract, and from any and all Claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death due to, arising out of, or connected with Contractor's performance of this Contract, unless such Claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "Contractor's performance" includes Contractor's action or inaction and the action or inaction of Contractor's officers, employees, agents, and Subcontractors.

B. For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

C. Indemnification for Design Professional Services Claims. CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

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D. Indemnification for All Other Claims or Loss. For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY.

32.02 Evidence of Coverage.
A. Prior to commencement of this Contract, Contractor shall provide a "Certificate of Insurance" to the Construction Manager for transmittal to County with a copy to the Architect prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by Contractor upon request.

B. Contractor shall not receive a "Notice to Proceed" with the Work under this Contract until it has obtained all insurance required and such insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of Contractor.

32.03 Qualifying Insurers. All Coverages, except Surety, shall be issued by companies which hold a current policyholder's alphabetic and financial size category rating of not less than A-VII, according to the current Best Key Rating Guide or a company of equal financial stability that is approved by County Contracts/Purchasing Manager.

32.04 General insurance requirements. Without limiting Contractor's duty to indemnify, Contractor shall maintain in effect throughout the term of this Contract a policy or policies of insurance with the following minimum limits of liability:

32.04.1. Commercial General Liability Insurance, including, but not limited to, premises and operations, including coverage for Bodily Injury and Property Damage, Personal/Advertising Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, and with a ten (10) year Products and Completed Operations extension, with limits as follows:

General Aggregate (Reinstates Annually)	$ 4,000,000
Products/ Completed Operations Aggregate	$ 4,000,000
Personal/ Advertising Injury	$ 2,000,000
Each Occurrence Limit	$ 2,000,000

32.04.2. Builders Risk/Course of Construction Insurance, covering the entire Work at the Site to the full insurable value thereof. This insurance shall include the interests of the County, Contractor, and all Subcontractors in the Work and shall insure against the perils of fire, extended coverage, builder's risk, vandalism, and malicious mischief.

32.04.3. Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a

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combined single limit for Bodily Injury and Property Damage of not less than $1 Million ($1,000,000) per occurrence.

32.04.4. Workers' Compensation Insurance, if Contractor employs others in the performance of this Contract, in accordance with California Labor Code Section 3700 and with Employer's Liability limits not less than $1 Million ($1,000,000) each person, $1 Million ($1,000,000) each accident, and $1 Million ($1,000,000) each disease.

32.04.5. Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1 Million ($1,000,000) per Claim and $2 Million ($2,000,000) in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "Claims-made" basis rather than an occurrence basis, Contractor shall, upon the expiration or earlier termination of this Contract, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Contract.

32.04.6. Excess Liability Insurance (over commercial general liability) of not less than combined single limit $10 Million ($10,000,000), General Aggregate $10 Million ($10,000,000) and Products and Completed Operations Aggregate $10 Million ($10,000,000), and with a ten (10) year Products and Completed Operations extension.

32.05 Subcontractor Insurance Requirements. Without limiting Contractor's duty to indemnify, Contractor shall also require all Subcontractors to maintain in effect throughout the term of this Contract all Commercial General Liability Insurance, Builders Risk/Course of Construction Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Professional Liability Insurance, and Excess Liability Insurance described in Section 32.04 General insurance requirements. above, except that the minimum limits of General Liability Insurance shall be at least a combined single limit for Bodily Injury and Property Damage of not less than $1 Million ($1,000,000) per occurrence, general aggregate limits of not less than $2 Million ($2,000,000), limits for Products and Completed Operations of not less than $2 Million ($2,000,000) aggregate and $1 Million ($1,000,000) per occurrence, and limits for Personal/Advertising Injury of not less than $1 Million ($1,000,000) per occurrence and aggregate.

32.06 Other insurance requirements.

A. All insurance required by this Contract shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Contract, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date Contractor completes its performance of services under this Contract.

B. Each liability policy shall provide that the County shall be given notice, in writing, at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to Claims arising from each Subcontractor, if any, performing Work under this Contract, or be accompanied by a certificate of insurance from each Subcontractor showing each

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Subcontractor has identical insurance coverage to the above requirements.

C. Commercial General Liability Insurance and Business Automobile Liability Insurance policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of Contractor's Work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance. The required endorsement form for Commercial General Liability Additional Insured ***is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000)****. The required endorsement form for Business Automobile Liability Additional Insured endorsement is* ***ISO Form CA 20 48 02 99.***

D. Prior to the execution of this Contract by the County, Contractor shall file certificates of insurance with County's Contract administrator and County Contracts/Purchasing Division, showing that Contractor has in effect the insurance required by this Contract. The Contractor shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy which would alter the information on the certificate then on file. Additionally, Contractor shall provide certificates for Subcontractors of any tier in compliance with these provisions. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Contract, which shall continue in full force and effect.

E. Contractor shall at all times during the term of this Contract maintain in force the insurance coverage required under this Contract and shall send, without demand by County, annual certificates to County's Contract Administrator and County Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify Contractor and Contractor shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Contractor to maintain such insurance is a default of this Contract which entitles County, at its sole discretion, to terminate this Contract immediately.

32.07 Acknowledgment of Workers' Compensation Requirements. As required by Labor Code Section 1861, Contractor and each Subcontractor shall, before commencing Work on the Project, sign and file with the County, the following certificate:

> *"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and I will comply with such provisions before commencing the performance of the Work of this contract."*

32.08 Workers' Compensation Waiver of Subrogation.
The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. If CONTRACTOR is self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers.

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32.09 Compliance. In the event of the failure of Contractor to furnish and maintain any insurance required by this Section, County, Construction Manager, or Architect shall have the right to take out and maintain such insurance for and in the name of Contractor. Contractor shall pay the cost thereof and shall furnish all information necessary to obtain and maintain such insurance for the account of Contractor. County, Construction Manager, and Architect shall each have the right to offset the costs of obtaining and maintaining such insurance against any amounts due Contractor under the Contract Documents. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same contained in this Article 32 shall not relieve Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify each of the Indemnities.

32.10 Application of Insurance Proceeds.

(a) In the event of any damage to or destruction of the Work from any cause insured against by the insurance required under this Article 32, or any other insurance obtained by Contractor or any other source, County may, in its sole discretion, either (i) require Contractor to repair any such damage or destruction and reconstruct the Work in accordance with the Contract Documents, and Contractor agrees to perform any such requirement of Architect, or (ii) terminate the Contract and Contractor shall have no Claim arising out of such termination. In the event the Work is repaired or reconstructed, appropriate adjustments, if any, in the amount of the Contract Sum or for the time of completion of the Work shall be made by Change Order. County shall be given credit against any amount due Contractor under the Contract Documents for the amount of any insurance proceeds collected by Contractor to the extent such proceeds cover costs otherwise payable by County under the Contract Documents. In the event that County decides not to restore or reconstruct the Work and terminates the Contract, Contractor shall receive from the insurance proceeds all amounts due Contractor under the Contract for that portion of the Work completed as of the date of the event of damage or destruction.

(b) In the event of any damage to or destruction of the Work (i) not due to or arising out of the fault or neglect of Contractor or any Subcontractor and (ii) from a cause not insured against by the insurance required under this Article 32, County may, in its sole discretion, either (i) require Contractor to repair any such damage or destruction and reconstruct the Work in accordance with the Contract Documents, and Contractor agrees to perform any such requirements of Architect, or (ii) terminate the Contract. In the event County decides not to restore or reconstruct the Work in accordance with the Contract Documents and causes termination of the Contract, Contractor shall have no Claim arising out of such termination. In the event that Work is repaired or reconstructed, appropriate adjustments, if any, in the amount of the Contract Sum and for the Time of completion of the Work shall be made by Change Order. County shall be given credit against any amount due Contractor under the Contract Documents to the extent insurance proceeds payable to Contractor cover costs otherwise payable by County under the Contract Documents. In the event that County decides not to restore or reconstruct the Work and causes termination of this Contract, County shall pay Contractor, as its sole compensation, all amounts due under the Contract Documents for the portion of the Work completed as of the date of the event of damage or destruction. Contractor shall be solely responsible for and shall, without cost or expense to County, promptly and with all due diligence, restore and reconstruct any uninsured loss or damage to the Work which occurs as a result of any fault or neglect of Contractor or any Subcontractor. This obligation is in addition to County's remedies under the Contract Documents or by law.

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ARTICLE 33 CLAIMS AND DISPUTE RESOLUTION

33.01 Prompt resolution of differences required. It is the intention of this Article that differences between the parties arising under and by virtue of this Contract be brought to the attention of Construction Manager and Architect at the earliest possible time in order that such matters may be promptly settled, if possible, or other appropriate action may be taken promptly. To that end, County and Contractor agree to attempt informal resolution of disputes prior to initiating the Claim process.

33.02 Contract interpretations/performance judging/decisions by Architect and Construction Manager. (a) All Claims may be presented informally first to Architect. To the extent that resolution of the Claim does not involve an extension of time or additional payments, Architect may resolve, in writing, or otherwise, Claims that have been presented informally.
(b) The Architect will be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of performance thereunder by both County and Contractor. The Architect will, within a reasonable time, render such interpretations, as Construction Manager may deem necessary for the proper execution or progress of the Work. Claims, disputes, and other matters in question between Contractor and County relating to the execution or progress of the Work or interpretation of the Contract Documents shall be referred initially to the Architect for decision which Architect will render, in writing, within a reasonable time. In Architect's capacity as interpreter and judge, Architect will exercise his or her best efforts to ensure faithful performance by both County and Contractor and will not show partiality to either. All interpretations and decisions of the Architect shall be consistent with the intent of the Contract Documents.

33.03 Obligation to Seek Informal Resolution Prior to Filing Claim for Disputed Work. Should it appear to Contractor that the Work to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, or should any dispute arise regarding the true value of any Work performed, Work omitted, extra Work that the Contractor may be required to perform, time extensions, payment to the Contractor during performance of this Contract, performance of the Contract, and/or compliance with Contract procedures, or should Contractor otherwise seek extra time, compensation or payment FOR ANY REASON WHATSOEVER, then Contractor shall first follow procedures set forth in the Contract (including but not limited to other Articles of this Division 007100 and Section 01 2600.). If a dispute remains, then Contractor shall give written notice to County that expressly invokes this Article 33. County shall decide the issue in writing within fifteen (15) days; and County's written decision shall be final and conclusive.

33.04 Time for giving notice. Notice of dispute or potential Claim must be given in writing by the Contractor as follows:
(a) For a potential Claim of an increase in the Contract Sum, Contractor shall give the Architect written notice thereof within ten (10) days after the occurrence of the event giving rise to such Claim; in addition, this notice shall be given by Contractor before proceeding to execute the portion of the Work to which the Claim relates, except in an emergency endangering life or property, and except where Contractor could not reasonably have discovered the facts giving rise to the Claim prior to commencement of that portion of the Work.
(b) For a potential Claim for an extension of time, Contractor shall give written notice to the Construction Manager no more than ten (10) days after the occurrence of the delay; otherwise, the

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potential Claim for the extension of time shall be waived. In the case of a continuing cause of delay, only one (1) Claim is necessary.
(c) In all other cases, notice shall be given within ten (10) days after the happening of the event, thing, or occurrence giving rise to the potential Claim.

33.05 Form and Contents of Claim. If Contractor disagrees with County's decision, or if Contractor contends that County failed to provide a timely decision, then Contractor's SOLE AND EXCLUSIVE REMEDY is to promptly file a written Claim setting forth Contractor's position as required herein. The Claim shall be submitted to County within thirty (30) calendar days of receiving County's written decision, or the date Contractor contends such decision was due. The Contractor shall furnish reasonable documentation to support the Claim. Contractor's written Claim must identify itself as a "Claim" under this Article 33 and must include the following: (1) a narrative of pertinent events; (2) citation to contract provisions; (3) theory of entitlement; (4) complete pricing of all cost impacts; (5) a time impact analysis of all time delays that shows actual time impact on the critical path; and (6) documentation supporting items (1) through (5). The Claim must be verified under penalty of perjury by Contractor's Project Superintendent as to the Claim's accuracy, and shall be priced like a Change Order, and must be updated monthly as to cost and entitlement if a continuing Claim. The Claim must be sent by registered mail or certified mail with return receipt requested to the County per Article 7, Notices, of the Agreement. Routine contract materials, for example, correspondence, RFI, Change Order requests, or payment requests shall not constitute a Claim. Contractor shall bear all costs incurred in the preparation and submission of a Claim.

33.06 Actions by County Upon Receipt of Claim.
(a) Upon receipt of a Claim, the County shall conduct a reasonable review of the Claim and, within a period not to exceed forty-five (45) days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed.
(b) The County and the Contractor may, by mutual agreement, extend the time period provided in this Article.
(c) If the County needs approval from the Board of Supervisors to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the Board does not meet within the forty-five (45) days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the County shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the forty-five (45) day period or the mutually agreed to extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

33.07 Written Statement by County. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the County issues its written statement. Failure by the County to issue a written statement shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the County's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this Article 33, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.

33.08. Contactor's Dispute of Written Response. If the Contractor disputes the County's written response, or if the County fails to respond to a Claim issued pursuant to this Article within the time

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prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the County shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

33.09. Written Statement by County After Meet and Confer Conference. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the County shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the County issues its written statement.

33.10. Nonbinding Mediation.

(a) Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the County and the Contractor sharing the associated costs equally. The County and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

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

(c) If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this Article.

(d) Unless otherwise agreed to by the County and the Contractor in writing, the mediation conducted pursuant to this Article shall excuse any further obligation under Section 20104.4 of the Public Contract Code to mediate after litigation has been commenced.

(e) The Claim resolution procedures in this Article do not preclude the County from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this Article does not resolve the parties' dispute.

33.11 Claims by Subcontractors. If a Subcontractor or a lower tier Subcontractor lacks legal standing to assert a Claim against the County because privity of contract does not exist, the Contractor may present to the County a Claim on behalf of a Subcontractor or lower tier Subcontractor. A Subcontractor may request in writing, either on his/her/its own behalf or on behalf of a lower tier Subcontractor, that the Contractor present a Claim for Work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the Claim be presented to the public entity shall furnish reasonable documentation to support the Claim. Within forty-five (45) days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the

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Contractor presented the Claim to the County and, if the original Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.

33.12 Prompt response when needed. Whenever it appears that a prompt response is essential, County will respond to Claims sooner than the limits prescribed above.

33.13 Compliance.

(a) The provisions of this Article constitute a non-judicial Claim settlement procedure that, pursuant to Section 930.2 of the California Government Code, shall constitute a condition precedent to submission of a valid Claim under the California Government Code. Contractor shall bear all costs incurred in the preparation, submission and administration of a Claim. Any Claims presented in accordance with the Government Code must affirmatively indicate Contractor's prior compliance with the Claims procedure herein and the previous dispositions of the Claims asserted. Pursuant to Government Code Section 930.2, the one (1) year period in Government Code Section 911.2 shall be reduced to one hundred and fifty (150) days from either accrual of the cause of action, substantial completion or termination of the contract, whichever occurs first; in all other respects, the Government Code shall apply unchanged.

(b) Failure to submit and administer Claims as required in Article 33 shall waive Contractor's right to Claim on any specific issues not included in a timely submitted Claim. Claim(s) or issue(s) not raised in a timely protest and timely Claim submitted under this Article 33 may not be asserted in any subsequent litigation, Government Code Claim, or legal action.

(c) County shall not be deemed to waive any provision under this Article 33, if at County's sole discretion, a Claim is administered in a manner not in accord with this Article 33. Waivers or modifications of this Article 33 may only be made through a signed Change Order approved as to form by legal counsel for both County and Contractor; oral or implied modifications shall be ineffective.

33.14 Filing of Government Code claims. If the Contractor still remains unsatisfied and desires to preserve his/her/its right to pursue the matter further, Contractor must then file a claim with County, pursuant to Government Code Section 900 et seq. or Section 910 et seq.

33.15 Civil action. If the Government Code claim is denied, Contractor may file an action in court. Such action shall be subject to Public Contract Code Sections 9204 or 20104.4. This Section applies only to claims subject to Public Contract Code Sections 9204 or 20104. If a claim is not subject to Public Contract Code Sections 9204 or 20104, the Contractor's right to file a civil action shall be as otherwise provided by law.

33.16 Claims for damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his/her/its employees, agents, or others for whose acts he/she/it is legally liable, a Claim shall be made, in writing, to such other party within a reasonable time after the first observance of such injury or damage, provided that in no case may such a Claim be filed after expiration of any applicable statute of limitations for filing such a Claim. Claims against County that are subject to this Article shall comply with all procedures set forth in the California Government Code concerning claims against public entities.

33.17 Consistency with Public Contract Code Sections 9204 and 20104 et seq. If any Claim

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arising under this Contract is subject to the provisions of Public Contract Code Sections 9204 or 20104 et seq. (Division 2, Part 3, Chapter 1, Article 1.5), and if provisions of that Article require a procedure or procedural element different from that established in this Contract, then the provisions of that Article shall apply in place of the conflicting procedure or procedural element established herein.

ARTICLE 34 DEFAULT AND TERMINATION OF THE CONTRACT

34.01 Suspension Of Work. Owner may, without cause, order Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as Owner may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in the Modification Procedures Section. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible.

34.02 County's right to stop Work. If Contractor fails to correct Defective Work or fails to supply materials or equipment in accordance with the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

34.03 County's rights on Contractor's default. If Contractor fails to prosecute the Work diligently or fails to perform any provision of this Contract, County may, after seven (7) days written notice to Contractor and without prejudice to any other remedy, make good such deficiencies. In such case, any appropriate Change Order shall be issued deducting from the payments then or thereafter due Contractor, the cost of correcting such deficiencies, including the cost of Architect's, Construction Manager's, and other County Contractors' additional services made necessary by such default. Such Change Order shall not require the consent of Contractor to be effective. County, Construction Manager, and Architect must approve both such action and the amount charged to Contractor. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall pay the difference to County.

34.04 Termination by County.

A. County may terminate the performance of Contractor under this Contract, without prejudice to any other right or remedy County may have, in the manner hereinafter provided, upon certification by Construction Manager that the following circumstances have arisen:

1. Contractor is adjudged bankrupt, or makes a general assignment for the benefit of his/her/its creditors, or a receiver is appointed on account of his/her/its insolvency (except as provided in Subsection (E) below);
2. Contractor refuses or fails, except in cases for which an extension of time is provided, to supply enough properly skilled workers or proper materials;
3. Contractor fails to make prompt payment to Subcontractors, to suppliers of materials or equipment, or to employees;
4. Contractor disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
5. Contractor otherwise is guilty of a substantial violation of the Contract.

B. To terminate the performance of Contractor, County shall first give ten (10) days written notice to Contractor and Contractor's Surety, if any, stating County's intent to terminate the performance of Contractor unless within ten (10) days the grounds for such termination have been removed, and

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giving County's reasons therefore.
C. If within ten (10) days the grounds for termination are not removed, County may immediately terminate the performance of Contractor and shall promptly serve notice of termination on Contractor and the Surety. The Surety shall have the right to take over and perform the Contract, provided that, within fifteen (15) days after service upon it of said notice of termination, the Surety must first give written notice to County that it intends to take over and perform the Contract, and within thirty (30) days after service upon it of said notice of termination, the Surety must commence performance of the Contract. If Surety fails to take either of these steps in a timely manner, County may immediately take possession of the Site and all materials, equipment, tools, construction equipment, and machinery thereon owned by Contractor and may finish the Work by whatever method it may deem expedient.
D. If within ten (10) days of County's notice of intent to terminate, the grounds for termination are not removed, Contractor shall not be entitled to receive any further payment until the Work is finished. If, upon completion of the Work by County, the unpaid balance of the Contract Sum exceeds the costs of finishing the Work (including compensation for additional architectural, managerial, and administrative services), such excess shall be paid to Contractor. If such costs exceed such unpaid balance, Contractor or Contractor's Surety shall pay the difference to County. The costs incurred by County as herein provided shall be certified by Construction Manager.
E. Notwithstanding the foregoing, performance of Contractor under this Contract may not be terminated, and this Contract may not be modified, where a trustee in bankruptcy has assumed this Contract pursuant to 11 U.S.C. Section 365.
F. In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and the Contractor shall have no greater rights than it would have had following a termination for convenience. Any Contractor Claim arising out of a termination for cause shall be made in accordance with Article 33 herein. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by the Contractor.

34.05 Termination by Contractor.
(a) Contractor may, upon seven (7) days written notice to County, Architect, and Construction Manager, terminate the Contract if the Work is stopped for a period of forty-five (45) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of Contractor or a Subcontractor or their agents or employees or any other person performing any of the Work under a Contract with Contractor.
(b) To terminate the Contract, Contractor must give written notice to County, Construction Manager, and Architect of such termination, stating the reasons therefore.
(c) Contractor may then recover from County payment for all Work executed, for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, for lost profits, and for all other damages suffered by Contractor on account of such stoppage of Work.

34.06 Termination for Convenience of County.
(a) The performance of Work under this Contract may be terminated by County in whole, or in part, whenever County shall determine that termination is in the best interest of County. Any such termination shall be effected by delivery to Contractor of a Notice of Termination specifying the extent to which performance of Work under this Contract is terminated, and the date upon which such termination becomes effective.
(b) After receipt of a Notice of Termination, and except as otherwise directed by County,

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Contractor shall:
1. Stop Work under this Contract on the date and to the extent specified in the Notice of Termination;
2. Place no further orders or Subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the Work under this Contract as is not terminated;
3. Terminate all orders and Subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;
4. Settle all outstanding liabilities and all Claims arising out of such termination of orders and Subcontracts, subject to the approval of County;
5. Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and
6. Take such action as may be necessary, or as County may direct, for the protection and preservation of the property related to this Contract which is in the possession of Contractor and in which County has, or may acquire, an interest.
(c) After receipt of a Notice of Termination, Contractor shall submit to County a verified termination Claim. Such Claim shall be submitted promptly, but in no event later than thirty (30) days from the effective date of termination, unless one (1) or more extensions, in writing, are granted by County upon request of Contractor made, in writing, within such period or authorized extension of the period.
(d) Contractor and County may agree upon the whole or any part of the amount or amounts to be paid to Contractor by reason of the total or partial termination of Work pursuant to this article, which amount or amounts may include a reasonable allowance for profit on Work done; provided that total Contract Sum as reduced by the amount of payments otherwise made and as further reduced by Contract Sum of Work not terminated does not exceed the Contract Sum.

34.07 Contingent Assignment Of Subcontracts

A. Contractor hereby assigns to Owner each Subcontract for a portion of the Work, provided that:
1. The assignment is effective only after Owner's termination of Contractor's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) as set forth herein.
2. The assignment is effective only for the Subcontracts which Owner expressly accepts by notifying the Subcontractor in writing;
3. The assignment is subject to the prior rights, if any, of the Surety, obligated by Division 006000 (Performance Bond) provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;
4. After the effectiveness of an assignment, Contractor shall, at its sole cost and expense (except as otherwise provided in this Division 007100), sign all instruments and take all actions reasonably requested by Owner to evidence and confirm the effectiveness of the assignment in Owner; and
5. Nothing in this Section shall modify or limit any of Contractor's obligations to Owner arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

34.08 Limit Of Liability

A. OWNER, AND EACH OF ITS OFFICERS, BOARD MEMBERS, EMPLOYEES, CONSULTANTS AND AGENTS INCLUDING, BUT NOT LIMITED TO, PROJECT

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MANAGER AND ALL OTHER OWNER REPRESENTATIVES, SHALL HAVE NO LIABILITY TO CONTRACTOR FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EXCEPT TO THE LIMITED EXTENT THAT THESE CONTRACT DOCUMENTS OR APPLICABLE PUBLIC CONTRACTING STATUTES MAY SPECIFY THEIR RECOVERY.

ARTICLE 35 WARRANTIES

35.01 Warranty And Guaranty

A. General Representations and Warranties: Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and to complete Work in accordance with the terms of the Contract Documents. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of the Contract Documents. Contractor warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in engineering, materials, construction and workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by the Contract Documents.

B. Extended Guarantees: Any guarantee exceeding one (1) year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor shall supply Owner with all warranty and guarantee documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.

C. Environmental and Toxics Warranty: The covenants, warranties and representations contained in this Section are effective continuously during Contractor's Work on the Project and following cessation of labor for any reason including, but not limited to, Project completion. Contractor covenants, warrants and represents to Owner that:

1. To Contractor's knowledge after due inquiry, no lead or asbestos containing materials were installed or discovered in the Project at any time during Contractor's construction thereof. If any lead or asbestos containing materials were discovered, Contractor made immediate written disclosure to Owner.
2. To Contractor's knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCBs are or were located on the Project at any time during Contractor's construction thereof.
3. To Contractor's knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located on the Project at any time during Contractor's construction thereof. If any such materials were discovered, Contractor made immediate written disclosure to Owner.
4. Contractor's operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any Work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Contractor has not complied. If there are any such notices with which

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Contractor has complied, Contractor shall provide Owner with copies thereof.

35.02 Title free of liens at time of each progress payment. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by an application for payment, whether incorporated in the Project or not, will pass to County upon the receipt of such payment by Contractor, free and clear of all liens, Claims, security interests, or encumbrances.

35.03 Warranty as to liens. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other Agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all materials, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all Work to deliver the premises, together with all Improvements and appurtenances constructed or placed thereon by Contractor, to County free from Claims, liens, or charges. Contractor further agrees that neither Contractor, nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract, shall have any right to any lien upon the premises or any Improvement or appurtenance thereon. Nothing contained in this article, however, shall defeat or impair the right of persons furnishing material or labor under any Bond given Contractor for their protection or any rights under any law permitting such persons to look to funds due Contractor in the hands of County, and this provision shall be inserted in all Subcontracts and material Contracts and notice of its provisions shall be given to all persons furnishing material for Work when no formal Contract is entered into for such material.

35.04 Other warranties. In addition to the warranties in the Contract Documents, Contractor shall assign to County through Architect all assignable warranties it obtains from manufacturers or suppliers with respect to any materials, equipment, or fixtures incorporated into the Work, but the assignment shall not relieve Contractor of any of its guaranties or obligations. Contractor's guaranties and the Contract Documents shall not act as a bar to Contractor's liability for any third-party Claim against Contractor, and are in addition to, not exclusive of, Contractor's other obligations under the Contract Documents, including, without limitation, Contractor's obligation to indemnify and defend County and Architect.

35.05 No limitations. Nothing in this Article 35 shall be construed to establish a period of limitation with respect to any latent or patent defects in the Work or Claims or liabilities arising therefrom. The establishment of time periods relates only to the specific obligation of Contractor to correct or cause correction of the Work and has no relationship to the time within which its obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to its obligations under the Contract Documents or in connection with the Work.

PART VII MISCELLANEOUS

ARTICLE 36 MISCELLANEOUS PROVISIONS

36.01 Audits. If this Contract involves the expenditure of public funds in excess of $10,000, the contracting parties shall be subject to the examination and audit in accordance with applicable local, state, and federal regulations and the State Auditor of the State of California for a minimum period of three (3) years after final payment under the Contract, as required by Government Code Section

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8546.7. The examination and audit shall be confined to those matters connected with the performance of the Contract, including, but not limited to, the costs of administering the Contract. With respect to any Change in the Work, other than based on an agreed lump sum price, resulting in an increase in the Contract Sum or extension of the Contract Time, Contractor shall cause its Subcontractors and Sub-subcontractors to afford access to County at all reasonable times to any books, correspondence, instructions, receipts, vouchers, memoranda, and records of any kind relating thereto, all of which each of them shall maintain for a period of at least three (3) years from and after the date County makes final payment on account of such Change in the Work. Contractor and its Subcontractors and Sub-subcontractors shall make the same available within three (3) calendar days following notification to Contractor of County's intent to audit, failing which Contractor's Claim for an increase in the Contract sum and/or extension of the Contract Time, as applicable, shall be disallowed, and Contractor shall have no recourse on account of such disallowance. Contractor authorizes County, and shall cause its Subcontractors and Sub-subcontractors to authorize County, to check directly with any suppliers of labor and material with respect to any item chargeable to County under this Article, to confirm balances due and to obtain sworn statements and waivers of lien, all if County so elects.

36.02 Governing law. This Contract shall be governed by the law of the State of California.

36.03 No assignment. Neither party to this Contract shall assign this Contract without the written consent of the other, nor shall Contractor assign any monies due or to become due to him/her/it hereunder, without the previous written consent of County. Should any money due or to become due under this Contract be assigned, it shall be subject to a prior lien for services rendered or material supplied for performance of Work under this Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials to the extent that Claims are filed pursuant to the Civil Code, the Code of Civil Procedure, and/or the Government Code.

36.04 Binding on successors and assigns. County and Contractor each binds himself/herself/itself, their partners, successors, assigns, and legal representatives to the other party hereto and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants, Agreements, and obligations contained in the Contract Documents.

36.05 Contractual rights and remedies not exclusive. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies, otherwise imposed or available by law, except as otherwise specified herein.

36.06 Assignment of antitrust causes of action. Contractor and all Subcontractors are bound by Public Contract Code Section 7103.5, which provides as follows:

In entering into a Public Works Contract or a Subcontract to supply goods, services, or materials pursuant to a Public Works Contract, 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 USC Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to 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 Contractor, without further acknowledgment by the parties.

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36.07 Royalties and patents. Contractor shall pay all royalties and license fees. Contractor shall defend all suits or Claims for infringement of any patent rights and shall save County, harmless from loss on account thereof, except that County shall be responsible for all such loss when a particular design, process, or the product of a particular manufacturer or manufacturers is specified but if the Contractor has reason to believe that the design, process, or product specified is an infringement of a patent, Contractor shall be responsible for such loss unless Contractor promptly gives such information to Architect through the Construction Manager.

36.08 Prohibited interests. No official of County who is authorized in such capacity and on behalf of County to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply Contract or any Subcontract in connection with the Project, shall become directly or indirectly interested financially in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for County who is authorized in such capacity and on behalf of County to exercise any executive supervisory or other similar functions in connection with construction of the Project shall become directly or indirectly interested financially in this Contract or in any part thereof.

36.09. No continuing waiver. A waiver of rights by County or Contractor in one (1) instance hereunder does not constitute a waiver of rights in any similar instance thereafter.

36.10 Taxable possessory interest. The terms of this instrument may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this instrument, the private party may be subjected to the payment of personal property taxes levied on such interest.

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SUPPLEMENTARY CONDITIONS

(Division 007300)

The supplementary conditions below are included as part of the contract for the Project.

1. Starting and completion date. Under Article 12 of the General Conditions, Contractor shall commence and complete work within the following time limits:
The duration to execute the scope of work for the above project is four hundred and eighty one (481) calendar days to substantial completion as it pertains to Contractor's Scope of Work for base bid and accepted alternates defined by the Contract Documents. Additionally, Contractor shall coordinate its work with all other Contractors whose work is affected by the Scope of Work defined in this Agreement. Contractor expressly agrees to provide appropriate labor, material, and equipment in response to adjustments in the Project Schedule made by Architect and Construction Manager during the course of the Project in order to maintain the required progress.
The 481 calendar days to substantial completion as it pertains to Contractor's Scope of Work includes a 90-day submittal period prior to the start of any work on the site commencing (no mobilization to the site may start during this 90-day period). During this time, the contractor is to make all material submittals for the project in order to confirm material lead times and preorder materials as may be required to meet the project schedule. This includes all deferred approval items. Should it be determined during this 90-day period that the schedule must be extended to allow for longer material lead time, the start of construction shall be paused until such time that the xxx days remaining are adequate to construct the project. There shall be no delay damages of any kind to any party during this pause in the start of construction. Final completion shall occur within 30 days after Substantial Completion.

2. Hours of work. Work will not commence earlier than 7:00 a.m. nor proceed past 5:00 p.m. without written consent of County.

3. Site access. The adjacent sites are occupied and active: County Probation Department Youth Center. Contractor shall secure project site with temporary fencing to insure separation between business and construction activities.

4. Site restoration. All lawn, landscaping, pavement, and trees are to be protected from construction equipment and/or vehicles. Any compaction, gouging, tearing, removal, or dislocation of the existing lawn or trees that occurs during the staging and construction process is to be restored to preconstruction quality. Contractor's laydown area shall be restored back to original condition at completion of work activities.

5. Utilities, disruption of service. Contractor shall notify Construction Manager, in writing, two (2) workdays in advance of any disruption of service, e.g., fire suppression, electrical, water, and Contractor shall not proceed with the work without written authorization from Construction Manager.

6. Contractor parking. Contractor will be designated a staging area which can be used for delivery of materials and construction vehicles. Barricades must be placed showing Contractor's name to reserve the spaces when Contractor's vehicles are not at the site either during the day or overnight for the next morning.

7. Noise during construction. Not restricted within established Hours of Work

8. Liquidated damages. Pursuant to the Agreement and Article 12 of the General Conditions, the amount of liquidated damages shall be **Two Thousand Five Hundred Dollars ($2500) per day.**

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9. Agreement and bonds. Contractor will provide the specified number of originals for each of the following:

Four (4) Executed Contracts	One (1) Performance Bond
One (1) Payment Bond	One (1) Certificate of Liability Insurance with Endorsements

10. Contract Documents furnished to Contractor. The number of originals of the Contract Documents to be provided under Article 3 of the General Conditions is as follows:

One (1) fully executed Contract
One (1) each Addendum
One (1) Plans and Specifications

11. Supervision. Section 9.04 of the General Conditions require that Contractor employ a competent, qualified Superintendent to provide full time, on-site supervision of all aspects of the Work and further require that such Superintendent and Contractor's Project Manager be satisfactory to County. If Contractor fails to have such Superintendent on-site at any time during the progress of the Work, a penalty of One Thousand Dollars ($1,000.00) per day shall be deducted from the compensation otherwise due to Contractor for each day on which such failure occurs. Such penalty shall not apply to temporary absences approved in advance by Architect or County.

12. Owner's representative Article 6 and 9. All coordination must be made with Construction Manager. All communication with Construction Manager must be made by Contractor's Superintendent or Contractor's Project Manager to maintain control and to prevent misunderstandings. All communication with Contractor and Construction Manager will be in writing.

13. Determining cost for Change Orders. Section 18.04 of the General Conditions designates the maximum markup(s) allowed by County.

14. Material Safety Data Sheets (MSDS). Article 17 and 20. MSDS sheets are required on-site for all materials used in the job.

15. As-built Drawings. Per General Conditions, Contractor will be required to maintain a current set of as-built Drawings throughout the duration of the Project. Upon final completion of the Project as outlined in Article 23 of the General Conditions, Contractor will be responsible to provide the close-out documents to Construction Manager as follows:

One (1)	Half-size, complete as-built Drawing set showing all information from Contractor, Subcontractor(s), and Sub-Subcontractor(s).
Two (2)	CD's and digital download files with complete as-built Drawings, Operations & Maintenance Manual, and Warranty Certifications (with required contact names, addresses, and telephone numbers) in pdf format.
Two (2)	Printed Operation & Maintenance Manuals for all installed materials and equipment. Manuals shall include table of contents organized by division.
Two (2)	Printed Warranty Certifications as noted in the Project Manual with required contact names, addresses and phone numbers.

16. Partnering. This Contract imposes an obligation of good faith and fair dealing in its performance and

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enforcement. County intends to encourage the foundation of a cohesive partnership with Contractor and its principal Subcontractors and suppliers. The objectives are effective and efficient Contract performance and completion within budget, on schedule, and in accordance with the Contract Documents.

17. Meetings. Contractor will be responsible for attending brief weekly meetings during this Contract. The meetings shall be attended by Contractor's Project Superintendent and/or Project Manager and will be located on-site. Contractor shall bear the administrative costs of their attendance.

18. Submittal Schedule. Upon receipt of the Notice of Conditional Award letter, Contractor shall prepare and update it as necessary to maintain a current Submittal Schedule which will be due to Architect and Construction Manager no later than County's projected Notice to Proceed date as listed in County's overall Project Schedule. Contractor shall make revisions to the Submittal Schedule as deemed necessary by the Construction Manager to conform to the Project Schedule.

19. Permits. All required permits to start Project will be obtained by Construction Manager, but paid for directly by County. The Contractor shall secure and pay for other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after the execution of the Contract and legally required at the time bids are received or negotiations concluded.

20. Time Extension. No extension of time will be allowed for a schedule delay caused by Contractor's failure or neglect to construct and maintain all weather protection. No extension of time will be allowed for "normal" weather conditions for the particular time of the year.

21. Codes and Standards. Project shall conform to applicable requirements prescribed by governmental bodies having jurisdiction and in accordance with those listed on the drawings produced by the Architect, Hammel Green Abrahamson Architects, Inc, for this Project. Should any part of the design fail to comply with such requirements, the discrepancy shall be called to the attention of the Architect and Construction Manager as quickly as possible. Should there be any direct conflict between the drawings and/or specifications and the above rules and regulations, the rules and regulations shall take precedence. However, when the indicated materials, workmanship, arrangement, or construction is of a superior quality or capacity to that required by the listed rules and regulations, the drawings and/or specifications shall take precedence. The rulings and interpretations of enforcing agencies shall be considered as part of the regulations.

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APPENDIX A

LIST OF TECHNICAL SPECIFICATIONS
(Divisions 01 through 48)

SECTION SECTION TITLE

DIVISION 00 — PROCUREMENT AND CONTRACTING REQUIREMENTS
000105 - Certifications Page
DIVISION 01 — GENERAL REQUIREMENTS
011100 - Summary of Work
012600 - Contract Modification Procedures
012613 - Requests for Interpretation
012900 - Payment Procedures
013100 - Project Management & Coordination
013150 - Project Data Base Administration
013200 - Construction Progress Schedules
013230 - Photographic Documentation
013300 - Submittal Procedures
013310 - Submittal Transmittal Form
013513 - Special Project Procedures for Healthcare Facilities
014111 - HCAI Administrative Requirements
014500 - Quality Requirements
015000 - Temporary Facilities & Controls
015717 - Construction Noise Control
016000 - Product Requirements & Substitution Procedures
016211 - Substitution Request Form
017132 - Vibration Monitoring
017300 - Execution
017324 - Anchorage and Sleeving
017329 - Cutting & Patching
017420 - Construction Waste Management
017700 - Closeout Procedures
017800 - Closeout Submittals
017900 - Demonstration and Training
018150 - CALGreen Environmental Requirements
DIVISION 02 — EXISTING CONDITIONS
024130 - Interior Selective Demolition
DIVISION 05 — METALS
057200 - Decorative Railings
DIVISION 06 — WOOD, PLASTICS, AND COMPOSITES
061000 - Rough Carpentry
064000 - Architectural Woodwork
DIVISION 07 — THERMAL AND MOISTURE PROTECTION
078100 - Applied Fireproofing
078443 - Fire-Resistant Joint Systems
079100 - Preformed Joint Seals
079200 - Joint Sealants
DIVISION 08 — OPENINGS

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081113 - Hollow Metal Doors & Frames
082000 - Sliding Door Assemblies
087100 - Door Hardware
087113 - Automatic Door Operators
088100 - Interior Glazing
088700 - Glass Surface Film

SECTION SECTION TITLE

DIVISION 09 — FINISHES

091330 - Concrete Surface Treatments
092200 - Non-Structural Metal Framing
092900 - Gypsum Board
093000 - Tiling
095100 - Acoustical Ceilings
096001 - Flooring Transition Strips
096500 - Resilient Flooring
099000 - Painting

DIVISION 10 — SPECIALTIES

102123 - Hospital Tracks & Cubicle Curtains
102600 - Wall & Door Protection
102813 - Toilet & Building Accessories
105113 - Metal Lockers

DIVISION 11 — EQUIPMENT

115200 - Audio-Visual Equipment

APPENDIX A - NOT USED

APPENDIX B - UL LISTINGS

APPENDIX C - OMPs & OSPs

END

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APPENDIX B
LIST OF DRAWINGS

NUMBER	SHEET TITLE	DATE
01-GENERAL		
G000	COVERSHEET	
G031	LIFE SAFETY PLAN LEVEL 01	
G033	LIFE SAFETY PLAN LEVEL 02 & 03	
4-ARCHITECTURAL		
A010	GENERAL NOTES AND SYMBOLS	
A011	MATERIAL IDENTIFICATION CODES	
A103	DEMOLITION PLAN - LEVEL 03	
A123	DEMOLITION REFLECTED CEILING PLAN - LEVEL 03	
A203	OVERALL FLOOR PLAN - LEVEL 03	
A203.A1	ENLARGED FLOOR PLAN - LEVEL 03 AREA A1	
A203.A2	ENLARGED FLOOR PLAN - LEVEL 03 AREA A2	
A302	REFLECTED CEILING PLAN - LEVEL 02	
A303	REFLECTED CEILING PLAN - LEVEL 03	
A600	TYPICAL MOUNTING HEIGHTS AND CLEARANCES	
A601	SIGNAGE + DESIGN GUIDE - MOUNTING HEIGHTS	
A602	TYPICAL RESTROOM AND SHOWER PLANS	
A620	ENLARGED TOILET PLANS & INTERIOR ELEVATIONS	
A621	ENLARGED SEMI-PRIVATE PATIENT ROOM PLAN & ELEVATIONS	
A622	ENLARGED SINGLE PATIENT ROOM PLAN & ELEVATIONS	
A623	ENLARGED IMC PATIENT ROOM PLAN & ELEVATIONS	
A624	INTERIOR ELEVATIONS	
A625	INTERIOR ELEVATIONS	
A626	INTERIOR ELEVATIONS	
A640	TYPICAL CASEWORK DETAILS AND GENERAL NOTES	
A650	TOILET/SHOWER DETAILS	
A660	TYPICAL INTERIOR PARTITION TYPES	
A663	OPD - STANDARD PARTITION WALL DETAILS	
A663.1	OPD - STANDARD PARTITION WALL DETAILS	
A663.2	OPD - STANDARD PARTITION WALL DETAILS	
A663.3	OPD - STANDARD PARTITION WALL DETAILS	
A663.4	OPD - STANDARD PARTITION WALL DETAILS	
A663.5	OPD - STANDARD PARTITION WALL DETAILS	
A670	CEILING DETAILS	
A671	CEILING DETAILS - ACOUSTICAL TILE/LAY-IN PANEL OPDS	
A671.1	CEILING DETAILS - ACOUSTICAL TILE/LAY-IN PANEL OPDS	
A671.2	CEILING DETAILS - ACOUSTICAL TILE/LAY-IN PANEL OPDS	
A671.3	CEILING DETAILS - ACOUSTICAL TILE/LAY-IN PANEL OPDS	
A671.4	CEILING DETAILS - ACOUSTICAL TILE/LAY-IN PANEL OPDS	
A672	CEILING DETAILS - JOISTED GYP BOARD OPDS	
A673	CEILING DETAILS - JOISTED GYP BOARD - 1HR RATED	
A680	OPENING DETAILS	
A690	FINISH DETAILS	

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A700 DOOR SCHEDULE
A730 EQUIPMENT SCHEDULE
A740 UL LISTINGS

4-INTERIOR

I-010 FINISH LEGEND, GENERAL NOTES, AND ABBREVIATIONS
I-020 FINISH SCHEDULE
I-100 INTERIOR FINISH PLAN - A1
I-101 INTERIOR FINISH PLAN - A2
I-102 INTERIOR FLOOR PATTERN PLAN - A1
I-103 INTERIOR FLOOR PATTERN PLAN - A2
I-104 INTERIOR WALL PROTECTION PLAN - A1
I-105 INTERIOR WALL PROTECTION PLAN - A2
I-200 INTERIOR DETAILS

5-STRUCTURAL

S1.01 GENERAL NOTES
S2.01 THIRD FLOOR PARTIAL PLAN
S2.02 DETAILS
S2.03 DETAILS

7-MECHANICAL

M000 MECHANICAL LEGEND AND ABBREVIATIONS
M001 MECHANICAL SHEET SPECIFICATIONS
M002 BASIS OF DESIGN AND TABULATED DATA
M101 LEVEL 3 - HVAC DEMOLITION PLAN
M203 LEVEL 3 - HVAC PLAN
M901 MECHANICAL DETAILS

8-ARCHITECTURAL

A011 MATERIAL IDENTIFICATION CODES
A201 FLOOR PLAN - LEVEL 01
A301 REFLECTED CEILING PLAN - LEVEL 01

8-PLUMBING

P000 PLUMBING LEGEND AND ABBREVIATIONS
P001 PLUMBING SHEET SPECIFICATIONS
P002 SCHEDULES & DETAILS
P100 LEVEL 2 - PLUMBING DEMOLITION PLAN
P101 LEVEL 3 - PLUMBING DEMOLITION PLAN
P200 LEVEL 2 - PLUMBING PLAN
P201 LEVEL 3 - PLUMBING PLAN
P601 ENLARGED PLANS
P602 ENLARGED PLANS
P603 ENLARGED PLANS

9-ELECTRICAL

E001 ELECTRICAL SYMBOLS & GENERAL NOTES
E101 PARTIAL SINGLE LINE DIAGRAMS & PANEL SCHEDULES
E102 E102 PARTIAL SINGLE LINE DIAGRAMS & PANEL SCHEDULES
E103 PARTIAL SINGLE LINE DIAGRAMS & PANEL SCHEDULES
E104 RELOCATE-REMOVE LOAD MATRIX & LIGHTING FIXTURE SCHEDULES
E200 OVERALL LIGHTING PLAN
E201 LIGHTING DEMOLITION PLAN - PART A

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E202 LIGHTING DEMOLITION PLAN - PART B
E203 LIGHTING DEMOLITION PLAN - PART C
E204 LIGHTING PLAN - PART A
E205 LIGHTING PLAN - PART B
E206 LIGHTING PLAN - PART C
E300 OVERALL POWER PLAN
E301 POWER DEMOLITION PLAN - PART A
E302 POWER DEMOLITION PLAN - PART B
E303 POWER DEMOLITION PLAN - PART C
E304 POWER PLAN - PART A
E305 POWER PLAN - PART B
E306 POWER PLAN - PART C
E401 ELECTRICAL DETAILS
E501 ELECTRIAL SPECIFICATIONS - PART 1
E502 ELECTRIAL SPECIFICATIONS – PART 2

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APPENDIX D
LIST OF REFERENCE DOCUMENTS

ITEM	TITLE	DATE
A.	Technical Specifications Book, Natividad Medical Center 9/24/2025 100% Construction Documents – S240593-27-00 OSHPD SUBMITTAL	
B.	TESTING, INSPECTION AND OBSERVATION PROGRAM (OSHPD Forms OSH-FD-303A) Plan Review Approved 4/16/2025	