

BID DOCUMENTS



COUNTY OF GLENN

INSTALL ONE NEW 2.5 TON MITSUBISHI DUCTLESS MINI-SPLIT AIR CONDITIONING (AC) UNIT TO SERVE A COMPUTER/TELEPHONE EQUIPMENT ROOM OF ±214 SQUARE FEET, WILLOWS MEMORIAL HALL LOCATED AT 525 WEST SYCAMORE STREET, WILLOWS, CALIFORNIA.



Owner: Glenn County Board of Supervisors
Owner's Representative: John F. Linhart,
Glenn County Planning & Public Works Agency Director

PROJECT SITE LOCATION MAP

INSTALL ONE NEW 2.5 TON MITSUBISHI DUCTLESS MINI-SPLIT
AIR CONDITIONING (AC) UNIT.



0 75 150 300 Feet



LOCATED AT

525 WEST SYCAMORE STREET, WILLOWS, CALIFORNIA

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN that the County of Glenn (hereinafter "County") will receive sealed bids for all costs related to providing labor, materials, equipment, services, and expertise for the following project:

INSTALL ONE NEW 2.5 TON MITSUBISHI DUCTLESS MINI-SPLIT AIR CONDITIONING (AC) UNIT TO SERVE A COMPUTER/TELEPHONE EQUIPMENT ROOM OF ±214 SQUARE FEET, WILLOWS MEMORIAL HALL LOCATED AT 525 WEST SYCAMORE STREET, WILLOWS, CALIFORNIA

in accordance with the Bid Documents on file in the office of John F. Linhart, Director, Glenn County Planning & Public Works Agency, 777 N. Colusa Street, Willows, California 95988, (530) 934-6530.

BID DOCUMENTS AVAILABLE:

Bid Documents for the Work may be obtained from the office of Glenn County Planning & Public Works Agency, 777 N. Colusa Street, Willows, California 95988, (530) 934-6530, FAX 934-6533, Web page: <http://gcppwa.net/announcements.aspx>. A \$20.00 deposit will be charged for each set of documents requested. Add \$5.00 if requesting the documents be mailed. Make checks payable to the County of Glenn. If documents are returned to the County, the \$20.00 deposit will be returned.

SEALED BIDS:

Sealed bids for the Work shall be filed with:

John F. Linhart, Director
Glenn County Planning & Public Works Agency
777 N. Colusa Street
Willows, California 95988

on or before **4:00 pm, Wednesday, April 3rd, 2013**. The outside of the envelope in which the bid is submitted shall be plainly marked: **"INSTALL ONE NEW 2.5 TON MITSUBISHI DUCTLESS MINI-SPLIT AIR CONDITIONING (AC) UNIT TO SERVE A COMPUTER/TELEPHONE EQUIPMENT ROOM OF ±214 SQUARE FEET, WILLOWS MEMORIAL HALL LOCATED AT 525 WEST SYCAMORE STREET, WILLOWS, CALIFORNIA."**

Said bids will be opened in public at or about **4:05 pm, Wednesday April 3rd, 2013**, at the Planning & Public Works Agency Conference Room, 777 N. Colusa Street, Willows, California. Bids shall be submitted only on forms provided in the Bid Documents.

BIDDER'S BOND:

Bids must be accompanied by a bidder's bond form provided in the Bid Documents or a certified or cashier's check for at least ten percent (10%) of the bid amount and made payable to the County of Glenn.

CONTRACTOR'S QUALIFICATIONS AND LICENSE REQUIRED:

The County will not consider or accept any bids from contractors who are not licensed to do business in the State of California, in accordance with the Business and Professions Code of the State of California, providing for the licensing of contractors. In accordance with Section 3300 of the Public Contract Code, the contractor shall have a **Class 20** license. Contractors, upon request by the County, shall submit a contractor's qualifications statement,

similar to AIA Document A305 which addresses these qualifications and the contractor's technical ability and expertise required to complete the work. A copy of the contractor's license may suffice.

SUBCONTRACTORS LIST:

Each bid filed shall set forth:

a. The work to be performed, the name, and the location of the place of business of each subcontractor who will perform work or labor or render service to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent of the total bid;

b. The portion of the work which will be done by each subcontractor, as required by Section 4104 of the Public Contract Code. All bids shall be submitted subject to the terms, conditions and penalties of Chapter 4 (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code.

BOND AND INSURANCE REQUIRED:

The successful bidder will be required to furnish a **Performance Bond** equal to one hundred percent (100%) of the contract price, said bond to be obtained from a surety company satisfactory to the County.

The successful bidder will be required to furnish certificates of insurance indicating that the bidder carries adequate coverage for the insurance listed below:

a. **General liability:** At least \$1,000,000 combined single limit per occurrence coverage for bodily injury, personal injury and property damage. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required per occurrence limit. The bidder's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit. *Such insurance shall include Glenn County, its elected officials, officers, and employees as an additional insured*, and shall not be reduced or canceled without 30 days written prior notice delivered to County. Insurance certificates provided by any insurance company or underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company," or similar language.

b. **Automobile Liability:** At least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the CONTRACTOR to fulfill the requirements of this agreement, and coverage shall be provided for "any auto", code 1 as listed on the Acord form "Certificate of Insurance."

c. **Workers' Compensation and Employer's Liability:** Workers' Compensation insurance up to statutory limits and Employer Liability insurance with policy limits of at least \$1,000,000 for bodily injury or disease. If the bidder has no employees, proof/certification will be required by signing a "Certificate of Knowledge Regarding Labor Code Section 3700" form.

SUBSTITUTION OF SECURITIES:

Bidders are hereby notified that this contract does not provide for substitution of securities for any monies withheld by the owner to ensure performance under the contract.

PREVAILING WAGE PROVISIONS:

a. Pursuant to Labor Code Section 1770 et seq., each laborer or mechanic of contractor or any subcontractor engaged in work on the project under the contract shall be paid not less than the hourly wage rate of per diem wages set forth in the prevailing wage rate schedule published by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between contractor or any subcontractor and such laborers and mechanics.

b. Any laborer or mechanic employed to perform work on the project under the contract, which work or craft is not covered by any of the foregoing rate schedules shall be paid not less than the prevailing rate of per

diem wages specified therein for the classification which most nearly corresponds to the work to be performed as determined by the County or its representative.

c. The foregoing specified prevailing wage rates are minimum rates only, and the contractor may pay any wage rate in excess of the applicable rate required by the Contract.

d. Pursuant to Labor Code Section 1775, the contractor as a penalty to the County shall forfeit \$50.00 for each calendar day, or portion thereof for each worker paid less than the prevailing wage rate established by the Department of Industrial Relations for such work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor. NOTE: An error on the part of an awarding body does not relieve the contractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770-1775.

e. Copies of the applicable prevailing wage rates are attached to this notice and are on file at the Glenn County Planning & Public Works Agency, 777 N. Colusa Street, Willows, California, (530) 934-6530, which are available to any interested party upon request.

MISCELLANEOUS:

- a. The County reserves the right to reject any or all bids or to waive any irregularity or informality in any bid received.
- b. If the Work is awarded, a letter of award will be issued by the County to the apparent lowest responsible bidder within ten (10) calendar days following the opening of bids.
- c. The successful bidder shall complete the reroof project within thirty (30) calendar days after receipt of the Notice to Proceed.

BY ORDER OF THE GLENN COUNTY PLANNING & PUBLIC WORKS AGENCY DIRECTOR

John F. Linhart, Owner's Representative
Glenn County, California

INSTRUCTIONS TO BIDDERS

The outside of the sealed envelope in which the bid is submitted shall be plainly marked, **INSTALL ONE NEW 2.5 TON MITSUBISHI DUCTLESS MINI-SPLIT AIR CONDITIONING (AC) UNIT TO SERVE A COMPUTER/TELEPHONE EQUIPMENT ROOM OF ±214 SQUARE FEET, WILLOWS MEMORIAL HALL LOCATED AT 525 WEST SYCAMORE STREET, WILLOWS, CALIFORNIA.**

PREPARATION OF BID FORM:

Bids shall be made upon the Bid Form, included within the Bid Documents furnished by and available at the office of John F. Linhart, Director, Glenn County Planning & Public Works Agency, 777 N Colusa Street, Willows, California, (530) 934-6530 FAX 934-6533, Web page <http://gcppwa.net/announcements.aspx>. All items on the Bid Form shall be filled in and the signature(s) of all person(s) signing shall be in longhand. Unless bids are submitted on these forms, they will not be considered. Each bidder shall write out the total cost amount of the bid in addition to inserting the same in figures.

Mistakes must be corrected and the correction inserted on the Bid Form. Each correction must be initialed in ink by the person(s) signing the Bid Form.

EXAMINATION OF BID DOCUMENTS:

The bidders shall carefully examine the Bid Documents and satisfy themselves as to their sufficiency, and shall not at any time after submission of the bid, dispute or complain that such documents and the directions explaining or interpreting them are incomplete or ambiguous, nor assert that there is any misunderstanding in regard to the reroof project.

Should a bidder find discrepancies in, or omissions from, the Bid Documents, or should there be any doubt as to their meaning, the bidder shall notify the Owner's Representative at once by calling (530) 934-6530; and should it be found that the point in question is not clearly and fully set forth, a written Addendum will be sent to all interested parties and will become a part of the Bid Documents. The County of Glenn, its officers, agents, representatives, employees, agents, architects, engineers and inspectors will not be responsible for any oral instructions. No bid will be considered which makes exceptions, changes, or reservations to the Bid Documents.

NO Pre-bid conference will be held for this project.

SUBCONTRACTORS LIST:

Each bid filed shall set forth:

- a. The work to be performed, the name, and the location of the place of business of each subcontractor who will perform work or labor or render service to the contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent of the total bid. The list is included with the Bid Form.
- b. The portion of the work which will be done by each subcontractor, as required by Section 4104 of the Public Contract Code. All bids shall be submitted subject to the terms, conditions and penalties of Chapter 4 (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code.

NON-COLLUSION AFFIDAVIT:

Bidders shall include with their bids a signed affidavit stating that their bid is not a sham or a collusive bid. The affidavit is to be signed exactly as worded, and no alternate wording will be accepted. The affidavit is included with the Bid Form.

BIDDER'S BOND:

Bids must be accompanied by a bidder's bond form provided in the Bid Documents or a certified or cashier's check for at least ten percent (10%) of the bid amount and made payable to the County of Glenn.

RETURN OF BID SECURITY:

Not applicable.

AWARD OF CONTRACT:

Within five (5) calendar days after opening of bids the County will accept one of the bids or will act in accordance with BASIS OF AWARD, below. The acceptance of the bid will be by a Letter of Award, sent by Facsimile, mailed to the office designated on the Bid Form, or may be delivered to the bidder's representative. In the event of failure of the bidder to sign the Contract and provide an acceptable Performance Bond and insurance certificates, the County may award the Contract to the next lowest responsible bidder and the 10% bidders bond or certified or cashier's check furnished with the bid will be declared forfeited if the successful bidder refuses or neglects to enter into a contract after being requested to do so by the County within fourteen (14) calendar days.

TYPE OF BID:

The bid for the work is to be submitted on a lump sum basis. A lump sum price amount shall be submitted for the items of work set forth in the bid documents. No bid alternates are included on the bid form.

BASIS OF AWARD:

The Contract will be awarded to the lowest single responsible bidder; provided, however, the County may reject any and all bids and re-advertise for bids, or provide for the work to be done by alternate means, or not complete the work at all. The County also reserves the right to waive any informality or irregularity in any bid.

The lowest responsible bidder will be determined on the basis of the lump sum bid presented on the Bid Form; without consideration of any amounts of Alternate Bid items requested. The County reserves the right to exercise any or all alternatives, if any, detailed in the Bid Documents.

EXECUTION OF CONTRACT:

The successful bidder shall (1) Execute the Contract in accordance with the bid as accepted, within ten (10) calendar days of the date on the Letter of Award, which will be mailed to the address given on the Bid Form with the original contracts attached; (2) Secure certificates of insurance for each type of insurance required; and (3) Secure the contract bond described below.

CONTRACT BOND:

- a. Performance Bond - The successful bidder shall file with the County, immediately after execution of the Contract, a Performance Bond acceptable to the County in an amount equal to one hundred percent (100%) of the Contract Sum, as security for the faithful performance of the Contract for the construction of the Work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of the final acceptance of the Work by the County.
- b. Form of Bond - The Performance Bond shall be submitted on the bond form contained in these Bid Documents or shall be substantially in compliance with same. Compliance shall be judged solely by the County.
- c. Power-of-Attorney - The Attorney-in-Fact who executes this bond on behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of their authority to bind the Surety on the date of execution of the bond.
- d. Surety - The Surety furnishing the bond shall have a sound financial standing, have a record of service satisfactory to the County, and shall be authorized to do business in the State of California.

NOTICE TO PROCEED:

The successful bidder shall commence work within five (5) calendar days after the receipt of a written Notice to Proceed.

TIME FOR COMPLETION:

The successful bidder shall complete said work **within thirty (30) calendar days** after receipt of the Notice to Proceed.

PERFORMANCE OF WORK:

The work shall be performed in a workmanlike, diligent and expeditious manner with such force as may be required, time being of the essence of the contract.

Bid Instructions and Conditions

Bid Package

INSTALL ONE NEW 2.5 TON MITSUBISHI DUCTLESS MINI-SPLIT AIR CONDITIONING (AC) UNIT TO SERVE A COMPUTER/TELEPHONE EQUIPMENT ROOM OF ±214 SQUARE FEET, WILLOWS MEMORIAL HALL LOCATED AT 525 WEST SYCAMORE STREET, WILLOWS, CALIFORNIA.

The bidding documents include, but are not limited to, the Notice to Bidders, Bid Instructions/Conditions, Specifications, Non-collusion Affidavit, Sub Contractors List, bid bond form, and the Bid Form. **PLEASE READ EACH PAGE OF THIS BID PACKAGE CAREFULLY TO ENSURE FULL COMPLIANCE WITH ALL SECTIONS AND REQUIREMENTS.**

1. Bids shall be delivered in a sealed envelope plainly marked on the outside with the following: **"BID TO INSTALL ONE NEW 2.5 TON MITSUBISHI DUCTLESS MINI-SPLIT AIR CONDITIONING (AC) UNIT TO SERVE A COMPUTER/TELEPHONE EQUIPMENT ROOM OF ±214 SQUARE FEET, WILLOWS MEMORIAL HALL LOCATED AT 525 WEST SYCAMORE STREET, WILLOWS, CALIFORNIA."** Bids must be returned to Glenn County Planning & Public Works Agency office located at 777 N. Colusa Street, Willows, CA. by **Wednesday, April 3rd, 2013 at 4:00 p.m.** The time and date must be entered on the envelope and initialed by an office employee. The bids will be opened publicly and read aloud on **Wednesday, April 3rd, 2013 at 4:05 pm.**

2. A bid is invalid if it has not been deposited at the designated location prior to the time and date for the receipt of bids indicated in the Notice to Bidders, or prior to any extension thereof, issued to the bidders. Bids received after the scheduled time for receipt of bids, shall be rejected as non-responsive.

3. **Preparation of Bid Form**

The owner invites bids on the **attached** form to be submitted at such time and place as is stated in the Notice to Contractors Calling for Bids. All blanks in the bid form must be appropriately filled in, and all prices must be stated in both words and figures. If a different price is stated in words than is stated in figures, the price stated in words shall be the price bid. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that his bid is received in proper time. All bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. See Exhibit "A"

4. **Bid Bond**

All bids shall be accompanied by a bid bond or cashier's check in the amount of not less than ten percent (10%) of the bid submitted. The above-mentioned bid bond or cashier's check shall be given as a guarantee that the bidder will enter into a contract, if awarded the contract, and will be declared in the amount of liquidated damages at \$500.00 per day, if the bidder refuses or neglects

to enter into said contract after being requested to do so within ten calendar days of the Board's determination that the bidder is the lowest, responsive bidder. See Exhibit "B"

5. **Subcontractor's List**

A subcontractor list is required pursuant to Public Contract Code Section 4104, listing the name and address, (optionally, the telephone number may be included) of each subcontractor who performs work, renders service, or fabricates and installs a portion of the work in an amount in excess of one-half of one percent of the prime contractor's total bid. See Exhibit "C"

6. **Federal Immigration and Control Act of 1986 ("IRCA")**

The bidder hereby certifies that it is in full compliance with the provisions of the IRCA in the hiring of its employees, and shall remain in compliance during the performance of the work. The bidder shall indemnify, hold harmless, and defend the Owner against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

7. **Prevailing Wages**

Pursuant to Labor Code § 1775, the Contractor shall, as a penalty to the Owner, forfeit not more than fifty dollars (\$50) for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the director for the work or craft in which the worker is employed. The amount of this penalty shall be determined by the California State Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his or her prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages.

8. **Bid Security**

Each bid shall be accompanied by a certified or cashier's check payable to the owner or a satisfactory bid bond in favor of owner executed by the bidder as principal and an admitted surety approved to conduct business in the State of California as surety, in an amount not less than ten (10) percent of the bid submitted. The check or bid bond shall be given as a guarantee that the bidder shall execute the contract if it be awarded to him, her, or it in conformity with the contract documents and shall provide the surety bond or bonds as specified therein within five (5) days after notification of the award of the contract to the bidder.

9. **Faxed and Electronic Mail Bids**

All bids must be under sealed cover. Owner will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission.

10. **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.

11. **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 the Owner's rejection of the bid as not being responsive to the invitation to bid. No oral or telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of bids.

12. **Erasures/Mutilation of Bid Documents**

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. Contractors should not deface or mutilate the bid documents to the extent that they may not be usable for construction purposes.

13. **Examination of Site and Contract Documents**

Bidders shall thoroughly examine and be familiar with the drawings and specifications. 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 acquaint himself, herself, or itself with conditions there existing shall in no way relieve any bidder from obligations with respect to his, her, or its bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section. NO Pre-Bid conference is scheduled for this project.

14. **Withdrawal of Bids**

Unless required by law, no bidder may withdraw his bid for a period of sixty (60) days after the date set of the opening thereof. Bids may be withdrawn by the bidder prior to the scheduled time of the bid opening, but may not be withdrawn after the start of the bid opening. Any bidder may withdraw his, her, or its bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids.

15. **Agreements and Bonds**

The Agreement form, which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds, which he will be required to furnish at the time of execution of the Agreement, are included in the contract documents and should be carefully examined by the bidder. The required number of executed copies of the Agreement, the Performance Bond, and the Payment Bond for Public Works is as specified in the Special Conditions. The Performance Bond must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards the Owner is legally permitted to establish and which it has established. The Payment Bond must be in the amount of

100 percent of the total amount payable. The Payment Bond must be executed by an admitted Surety approved to conduct business in the State of California, which meets the highest standards the Owner is legally permitted to establish. Bonds shall be in the form set forth in the contract documents. All bonds required, whether Bid bonds, Performance, Payment, or other bonds, shall be issued by a California admitted surety insurer. The Bid Bond, Performance Bond, and Payment Bond must be issued by the same admitted surety insurer. The payment and performance bonds required by these specifications will neither be accepted nor approved by the Owner unless the bonds are underwritten by an admitted surety and the requirements of California Code of Civil Procedure section 995.630(a) and (b) are met and the bonds are accompanied by the County Clerk's certificate as provided for in California Code of Civil Procedure Section 995.640(b). The Owner further reserves the right to satisfy itself as to the acceptability of the surety and the form of bond. The apparent low bidder must submit together with the performance and payment bonds the following documents:

1. The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument authorizing the person who executed the bond to do so.
2. A certified copy of the certificate of authority of the insurer issued by the California Insurance Commissioner.
3. A certificate from the county clerk that the certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.
4. A financial statement of the assets and liabilities of the insurer to the end of the quarter calendar year prior to 30 days next preceding the date of the execution of the bond, in the form of an officers' certificate as defined in Corporations Code § 173.

If the surety insurer is not found to be an "admitted surety insurer" the bid shall be determined non-responsive and shall be rejected. If the surety insurer's assets do not exceed its liabilities in an amount equal to or in excess of the amount of the bond, subject to Section 12090 of the Insurance Code; or if the bidder fails to provide the specified documents; the bid may be determined non-responsive and may be rejected."

16. **Interpretation of Plans and Documents**

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other contract documents, or finds discrepancies in, or omissions from the drawings and specifications, he, she, or it may submit to the Architect a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the contract documents. All addenda

may be mailed, delivered, faxed, or sent via electronic mail. Owner shall immediately send a hard copy via regular mail or overnight delivery, at the option of Owner. No oral interpretation of any provision in the contract documents will be made to any bidder. Numbers spelled out in words will take precedence over numerals / figures.

17. **Bidders Interested in More Than One Bid and Bidders Not Qualified to Bid**

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are 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. **No person, firm, or corporation shall be allowed to bid who has participated in the preparation of contract specifications; a bid by such a person, firm or corporation shall be determined to be non-responsive.**

18. **Award of Contract**

The Owner 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 the Owner, will be to the lowest responsible, responsive bidder therefore.

19. **Determination of Lowest Responsible Bidder**

A local agency may require a bid for a public works contract to include prices for items that may be added to, or deducted from, the scope of work in the contract for which the bid is being submitted. Whenever additive or deductive items are included in a bid, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of a specification, only the method provided by subdivision (a) will be used:

- a. The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.
- b. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being use for the purpose of determining the lowest bid price.
- c. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that when taken in order from a specifically identified list of those items in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the local agency before the first bid is opened.
- d. The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

A responsible bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded. This section does not preclude the local agency from adding to or

deducting from the contract any of the additive or deductive items after the lowest responsible bidder has been determined.

- e. Nothing in this section shall preclude the prequalification of subcontractors.

20. **Evidence of Responsibility**

Upon the request of the Owner, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the Owner satisfactory evidence showing the bidder's financial resources, his construction experience in the type of work being required by the Owner, and his organization available for the performance of the contract and any other required evidence of the bidder's qualifications to perform the proposed contract. The Owner may consider such evidence before making its decision awarding the proposed contract. Failure to submit requested evidence of a bidder's responsibility to perform the proposed contract may result in rejection of the bid.

21. **Listing Subcontractors**

Each bidder shall submit with his sealed bid a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 and following). Forms for this purpose are furnished with the contract documents. In addition to these requirements, within one business day after the bid opening, Contractor shall provide the address, phone number, and license number of each listed subcontractor. If the bidder fails to provide information within one business day, The Owner may in its discretion, reject the bid as non-responsive. See Exhibit "C"

22. **Workers' Compensation**

In accordance with the provisions of section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor shall sign and file with the Owner the following certificate prior to performing the work under this contract:

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.

The form of such certificate is included as part of the contract documents. See Exhibit "D"

23. **Non-Collusion Affidavit**

Public Contract Code Section 7106 requires each bidder to execute and submit, at the time of submission of his, her, or its bid. A bidder's failure to submit this form shall result in his, her, or its bid being considered non-responsive. See Exhibit "E"

24. **Substitution of Security/Retention of Funds**

This project is subject to the provisions of Public Contract Code § 22300 whereby the Contractor may elect to enter into an escrow for the deposit of securities and/or funds withheld to ensure

performance of the contract. Any escrow used shall be established using the escrow agreement form specified in the Contract Documents. See Exhibit "E"

25. **Contractor's License**

"Contractors are required by law to be licensed and regulated by the Contractors' State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826." If, at the time the bids are opened, bidder is not licensed to perform the project in accordance with division 3, chapter 9 of the Business and Professions Code of the State of California (Section 7028.15) and the Notice to Contractors Calling for Bids, the bid will be considered non-responsive.

26. **Assignment of Antitrust and Unfair Business Practices Claims in Public Works Contracts**

In accordance with Section 7103.5(b) of the Public Contract Code, the Contractor and subcontractors shall conform to the following requirements. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under 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 the Contractor, without further acknowledgment by the parties.

27. **Assignment of Antitrust and Unfair Business Practices Claims in Public Purchasing Contracts**

In accordance with Section 4552 of the Government Code, the bidder shall conform to the following requirements. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under 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.

28. **Storm Water Permit for Construction Activity**

Where applicable to the work of this contract, Owner shall make available to Contractor a copy of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm

Water Runoff Associated with Construction Activity (the "Permit"). Contractor shall obtain the Permit from Owner prior to bidding on this contract. Owner shall also provide Contractor with a copy of the Storm Water Pollution Prevention Plan (SWPPP) at least two weeks prior to the opening of bids. Contractor shall be responsible for implementing and complying with the provisions of the Permit and the SWPPP pursuant to Article 69 of the General Conditions hereof, including requirements specified in other parts of the contract documents. It shall be Contractor's responsibility to evaluate and include in the bid the cost of compliance with the SWPPP and the cost of monitoring as required by the Permit.

29. **Ethics in Bidding**

The Owner expects the bidders to maintain high ethical standards in engaging in the competitive bidding process. The bid amount of one bidder should not be divulged to another before the award of the subcontract or order, nor should it be used by Contractor to secure a lower proposal from another bidder on that project (bid shopping). Subcontractors or Suppliers should not request information for the Contractor regarding any sub-bid in order to submit a lower proposal on that project (bid peddling). The Owner will consider any bidder found to be engaging in such practices to be a non-responsible bidder and may reject its bid on that ground.

30. **Substitutions and Special Brand Names**

In accordance with Public Contract Code section 3400 "prior to the award of the contract", Owner must provide for "submission of data substantiating a request for a substitution of 'an equal' item." Therefore, no later than five (5) days prior to bid date, if a bidder is requesting substitution of "an equal" item or product or work, the make and grade of the item, product or work which is to be substituted shall be provided to the Owner's representative. The documentation submitted must include any and all illustrations, specifications, and other relevant data including catalogue information which describes the substituted item or product or work and substantiates that it is an "or equal" to the specified item or product or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the contract price. The documentation submitted must also include information regarding the durability and life cycle cost of the substituted item, product or work. Substantiating data shall include a signed affidavit from the Contractor stating that the substituted item or product or work is equivalent to the specified item or product or work in every way except as listed on the affidavit. The same substitution information is to be included in the sealed bid submittal package. Failure to submit all the needed substantiating data, including the signed affidavit, may result in a determination that the bid is non-responsive.

BIDDERS ARE SPECIFICALLY NOTIFIED THAT THE SUBMISSION OF THIS DOCUMENTATION IN NO WAY OBLIGATES THE OWNER OR IT'S REPRESENTATIVE TO REVIEW SUCH DOCUMENTATION PRIOR TO CONTRACT AWARD. FURTHERMORE, IF A PROPOSED SUBSTITUTION IS REJECTED, BIDDER SHALL BE RESPONSIBLE TO PROVIDE THE ITEM OR PRODUCT OR WORK AS ORIGINALLY SPECIFIED AT NO ADDITIONAL COST TO THE OWNER.

THE OWNER HAS THE COMPLETE AND SOLE DISCRETION TO DETERMINE IF AN ITEM OR ARTICLE IS AN EQUAL ITEM.

31. Fingerprinting

By law it is the Owners responsibility to determine whether a contractor must provide fingerprint certification. Pursuant to Education Code section 45125.2, the Owner considers the totality of the circumstances in order to determine if fingerprinting of employees of a contractor working on a school site is required. Factors to be considered include the length of time the contractor's employees are on school grounds, whether students are in proximity with the location where the contractor's employees are working, and whether the contractor's employees are working alone or with others. A determination regarding whether fingerprint certification is required is contained in the special conditions.

32. Liquidated Damages

Should the Contractor fail to complete this contract, and each phase of the work provided therein within the time fixed for such completion, pursuant to Government Code Section 53069.85, said Contractor shall forfeit and pay (or the Owner may deduct the amount thereof from any money due or to become due to the Contractor) the sum of \$500.00 per calendar day as liquidated damages. In accordance with the provisions of Government Code Section 4215, the contractor shall not be assessed liquidated damages where delay is caused by failure of the Owner or the owner of the utility to provide for the removal or relocation of utility facilities, but only if such utilities are not identified in the plans and specifications.

33. Proof of Liability Insurance.

The Contractor awarded this project shall furnish the appropriate liability insurance with the Glenn County named as an additional insured on the policy which will also be accompanied by the certificate of issuance signed by the insurance company and or their authorized agent.

Exhibit A

BID FORM

TO: Glenn County acting by and through the Planning and Public Works Agency, herein called the "The Owner":

1. Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having thoroughly examined and familiarized himself, herself, or itself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with

INSTALL ONE NEW 2.5 TON MITSUBISHI DUCTLESS MINI-SPLIT AIR CONDITIONING (AC) UNIT TO SERVE A COMPUTER/TELEPHONE EQUIPMENT ROOM OF ±214 SQUARE FEET, WILLOWS MEMORIAL HALL LOCATED AT 525 WEST SYCAMORE STREET, WILLOWS, CALIFORNIA that all in strict conformity with the drawings and specifications and other contract documents submits the following bid:

Base Bid.

_____ Dollars

(\$ _____.)

Amount of **OVERHEAD** (to include bonds, insurance, and supervision) and profit to be added or deducted for change orders: _____%

Time for Completion: The Contractor must complete the contracted work within Thirty (30) days from the date listed on the written Notice to Proceed, unless an extension or extensions of time or suspension of work is authorized as provided in the Contract documents. Should the Contractor fail to perform the work contracted for under this Agreement within the Contract Period, plus, if any, approved extension(s) of time, the Owner will deduct from any money due or that may become due the Contractor under the Contract the sum of five hundred dollars (\$500.00) per day as liquidated damages as fully set forth in the contract documents.

Supplemental Bid Conditions:

1. The Owner reserves the right to reject this bid.
2. Contractor's bid, unless timely revoked by Contractor, shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.
3. Contractor guarantees that it will perform the above-referenced construction services in accordance with the attached Lump Sum Bid and Schedule of Values for a period of twelve (12) months from the date that the Owner approves the written agreement.
4. Contractor has completed and signed the attached Schedule of Values. The Schedule of Values shall become part of the contract documents and shall be relied upon by the Owner in the event there are revisions in the scope of work in this contract. The Contractor acknowledges that the total value on the Schedule of Values equals the based proposal amount. The Contractor has carefully checked all of the figures on the schedule of values and the Bid Form and understands that the Owner will not be responsible for any errors or omissions on the part of the Contractor in presenting this bid.
5. Contractor shall have ten (10) calendar days, from the date it receives written notice from the Owner or its Architect that the Owner has accepted its proposal, to sign the enclosed Contract documents and furnish the necessary bonds and insurance certificated to the Owner. The Contractor's failure to sign in a timely manner and return the necessary contract documents shall constitute a material breach of the Contractor's obligations.
6. Contractor shall prosecute the work in a prompt, diligent and workmanlike manner. It is understood and agreed that the work shall be completed within the number of calendar days stated on the Proposal Form from the date stipulated on the written Notice to Proceed, unless extension of time or suspension of the work is authorized as provided in the Conditions of the Contract.
7. Contractor has examined the location of the proposed work and is familiar with the Drawings and other Contract Documents and the local conditions at the place where the work is to be done.

Supplemental Matters

1. The required bid security is attached hereto.
2. Non-collusion affidavit is attached hereto.
3. The required list of proposed subcontractors is attached hereto.
4. It is understood and agreed that bidder shall provide the addresses, telephone numbers, and license numbers of all listed subcontractors within one business day of bid opening or bidder's bid may be rejected as non-responsive.
5. Notice of acceptance or requests for additional information should be addressed to Contractor at the address stated below.

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

Name of Corporation/Partnership/Sole Proprietorship Presenting Bid: _____

_____ Title: _____

_____ Title: _____

_____ Title: _____

_____ Title: _____

_____ Title: _____

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof. If the bidder is a partnership, please state true name of firm, also names of all individual partners comprising the firm. If bidder is a sole proprietorship, please state first and last names of owner(s) in full.)

7. Bidder certifies that he is licensed in accordance with the law providing for the registration of Contractors, License No. _____, Expiration Date _____, class of license _____.

I/We, the _____ of the bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the bidder in connection with this bid and all of the representations made herein are true and correct.

Executed on this _____ day of _____ at _____ County, California.

Proper Name of Bidder _____

By _____

Title _____

Signature of Person on Behalf of Bidder Who Has
Authorization to Bind Bidder

By _____

Title _____

Signature of Person on Behalf of Bidder Who Has
Authorization to Bind Bidder

NOTE: If bidder is a corporation, the 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 true 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 or her signature shall be placed above.

Business Address: _____

Place of Residence: _____

Telephone: () _____

CONTRACTORS STATE LICENSE BOARD NO.: _____

CLASSIFICATION: _____

Exhibit B

BID BOND

KNOW ALL MEN BY THESE PRESENTS: THAT we, _____,
as Principal, and _____, as Surety, are held and firmly
bound unto the _____, hereinafter called the Owner,
in the penal sum of _____ PERCENT (_____ %) OF THE TOTAL
AMOUNT OF THE BID of the Principal submitted to the said Owner for the work described below for
the payment of which sum in lawful money of the United States, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the
accompanying bid dated

_____, 20__ for _____.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after
the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and, if the
Principal be awarded the contract, and shall within the period specified therefore, or, if no period be
specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a
written contract with the Owner, in accordance with the bid as accepted and give bond with good and
sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of
such contract and for the payment for labor and materials used for the performance of the contract, or in
the event of the withdrawal of said bid within the period specified or the failure to enter into such contract
and give such bonds within the time specified, if the Principal shall pay the Owner the difference between
the amount specified in said bid and the amount for which the City may procure the required work and/or
supplies, if the latter amount be in excess of the former, together with all costs incurred by the Owner in
again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full
force and virtue.

Surety, for value received, 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 anywise 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.

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

IN WITNESS WHEREOF, the above-bound 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 assigned by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

PRINCIPAL _____

By: _____

Title: _____

SURETY: _____

By: _____

Attorney-in Fact

(Attach Attorney-in-Fact Certificate)

Exhibit C

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (chapter 4 (commencing at section 4100), part 1, division 2 of the Public Contract Code of the State of California) and any amendments thereof, 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 contract. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

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

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 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.

In addition to providing the information required by this form prior to the bid opening, bidder shall be required to submit the addresses, telephone numbers, and license numbers of all listed subcontractors within one business day of the bid opening. Failure to provide the foregoing information within the time limit specified may result in the rejection of the bid as non-responsive.

Subcontractor Name

Portion of Work

Location and Place of Business

By _____

Proper Name of Bidder

Appendix D

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700:

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

By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

By securing from the Director of Industrial Relations a certificate of consent to self-insure, 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.

For all political subdivisions of the State, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the State itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before May 31, 1979, a political subdivision of the State, which, on December 31 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

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.

Proper Name of the Contractor

By: _____

Signature of Contractor

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract)

Appendix E

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)sis

County of _____

_____, being first duly sworn, deposes

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

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

Dated: _____

Signature: _____



GENERAL
CONDITIONS

GENERAL CONDITIONS

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ARTICLE I
GENERAL PROVISIONS

A. BASIC DEFINITIONS

1. **Owner.** The County of Glenn is the Owner and is identified as the Owner herein as well as in all Project Documents. The term Owner, and pronouns in place of the same shall mean the County of Glenn acting by and through its designated representative.
2. **Owner's Representative.** This term shall refer to such person as may be designated herein and in the Supplementary Conditions.
3. **Contractor.** The person or entity identified as such in the Project Documents and referred to throughout the Project Documents as if singular in number. The term Contractor means the Contractor or the Contractor's authorized representative.
4. **Inspector.** The Inspector shall be the person designated in the Supplementary Conditions.
5. **Subcontractor.** Those contractors, of whatever tier, furnishing labor or material, or both, for the work identified in the Contractor's bid form.
6. **Substantial Completion.** The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Project Documents so the Owner can occupy or utilize the Work for its intended use.
7. **Final Payment.** The Final Payment shall be the last Progress Payment made to Contractor and shall not be considered to be the payment of any or all of the 5% retention.
8. **Field Order.** A written order of the Owner's Representative directing the Contractor to conduct minor changes in work involving neither extra cost nor extra time and being consistent with the scope and functioning of the project.
9. **Construction Change Directive.** A written order prepared by the Architect and signed by the Owner directing a change in the Work and stating a proposed basis for adjustment, if any, of Contract Time or Sum. The Owner may by Change Directive, without invalidating the Contract and without Contractor's agreement, order changes in the Work. This procedure will be used in the absence of a contract between Owner and Contractor.
10. **Change Order.** A Change Directive prepared and signed by the Architect and signed by the Owner's Representative, and Contractor stating their agreement upon all of the following. 1) a change in the Work, 2) the amount of the adjustment in the Contract Sum, if any, and 3) the extent of the adjustment in the Contract Time, if any.
11. **Project Documents.** The Project Documents consist of the following documents: The Invitation to Bid, the Bonds, the Instructions to Bidders, the Accepted Bid Form, the Guarantees, all Addenda, the Standard Contract Form for Construction Work, the General Conditions, Supplementary Conditions, the Plans and Specifications, Notice to Proceed, Change Orders, Notice of Completion, and modifications incorporated in those documents.
12. **Work.** The construction and services required by the Project Documents, including all labor, materials, equipment and services

provided or to be provided by the Contractor to fulfill the Contractor's obligations.

13. **Project.** The total construction, including construction site, of which the Work performed under the Project Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

14. **Plans.** The graphic and pictorial portions of the Project Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

15. **Specifications.** That portion of the Project Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

16. **Claim.** A demand or assertion by the Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. Claims must be made by written notice and shall include a demand for the Owner's decision. The responsibility to substantiate Claims and to resolve the claims of subcontractors of whatever tier shall rest with the Contractor.

B. PROJECT DOCUMENTS

1. **One Document.** The Project Documents are one document and any work shown or mentioned shall be performed or furnished. The Contractor admits and agrees that the specifications exhibit the intent and purpose of the Owner in regard to the work, and that they are not complete in every detail and are to be considered as showing the purpose and intent only; and he further agrees to furnish all labor or material for any detail that is necessary to carry out the intent and purpose of the specifications without extra charge.

2. **Misuse of Words or Punctuation.** The misplacement, addition or omission of any word, letter or punctuation mark will not in any way change the intent or meaning of the specifications. Any part of the work, or any article pertaining thereto which is not specifically set forth in these specifications, but which is necessary for the proper completion of the work, is to be supplied and set in place at the Contractor's expense, the same as if it had been mentioned in these specifications. The Contractor shall furnish all things necessary to make a good and workmanlike job in accordance with the intent and purpose of the specifications.

3. **Discrepancies and Omissions.** In resolving inconsistencies that may exist between any of the Project Documents, precedence shall be given in the following order: 1) Standard Contract Form For Construction Work, 2) Bid Form, 3) Notice to Contractors, 4) Instructions to Bidders, 5) Supplementary Conditions, 6) General Conditions, 7) Specifications, and 8) Plans. Addenda and Change Orders shall take precedence over all sections referenced therein. Figure dimensions on drawings shall take precedence over scale dimensions and detail drawings shall take precedence over general drawings.

C. ASSIGNMENT OF CONTRACT

1. **Mutual Consent.** Neither party to the contract shall assign the contract without the written consent of the other party, nor shall

the Contractor assign any monies due or to become due to him hereunder without the written consent of the Owner.

2. Assignment Under Anti-Trust Claims. In accordance with Section 4552 of the Government Code and Section 7103.5 of the Public Contracts Code, Contractor and subcontractors shall conform to the following requirements:

a. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, contractor or subcontractors offers and agrees to assign to the Owner all rights, title, and interests in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C Sec. 15) or under 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 Owner and USDA Rural Development tenders Final Payment to the Contractor, without further acknowledgment by the parties.

b. In submitting a bid to Owner the bidder offers and agrees that if bid is accepted, it will assign to Owner all rights, title, and interests in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C Sec. 15) or under 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 by the bidder for sale to the Owner pursuant to the bid. Such assignment shall be made and become effective at the time the Owner tenders Final Payment to the bidder.

D. WAIVER OF "COMMON PRACTICE"

1. The Contractor shall waive "common practice" and "common usage" as construction criteria wherever the Project Documents details, plans, specifications, governing codes or ordinances require greater quantity or better quality than common practice or common usage would require.

E. EXCESSIVE COSTS

1. Failure to comply with Contract. If the Contractor fails to comply with any Contract requirements, including any required coordination with other contractors, and that failure results in additional costs to the Owner, then the Contractor shall be liable for such additional costs.

2. Construction Methods. If the Contractor's construction methods and techniques result in additional costs to the Owner, and if, after notice, additional costs continue to occur; the Contractor shall be responsible for costs attributable to his methods and techniques.

ARTICLE II. **OWNER**

A. OWNER'S REPRESENTATIVE

1. Owner's Representative. The Owner will be represented by the Planning & Public Works Agency Director who shall see that the

performance of the work is in strict accordance with the Project Documents.

2. Owner May Appoint Another Representative. Notwithstanding the designation made in the Supplementary Conditions, the Owner shall be entitled to appoint such other agent, as in the Owner's opinion is duly qualified to carry out the duties of the Owner's Representative.

3. Communication through Facilities Manager (FM). In order that the Owner may act upon expert advice and upon good procedure, all communications from the Contractor will be through the Facilities Manager and all communications and instructions from the Owner to the Contractor will be through the Facilities Manager. The Owner reserves the right to alter this procedure without the consent of the Contractor. All communications not in compliance herewith, shall be considered non-binding on the Owner.

B. RIGHTS OF OWNER

1. Right to Clean Up. Subject to the strict prohibition against maintaining a nuisance, if a dispute arises between the Contractor and Subcontractors as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish the Owner may, but need not, clean up and allocate the cost among those responsible as the Inspector determines to be just.

2. Right to Accept Imperfect Work. If any part or portion of the work completed under this Contract is defective and not in accordance with the Plans or Specifications, and if the imperfection is judged by the Owner to be not of sufficient magnitude or importance so as to make the work unacceptable, then the Owner shall have the right and authority to retain such work but will make such deductions in the Contract Price as may be equitable and reasonable. However, the Owner does not by this section, waive any rights under Article IX or Section III.I, below.

3. Right to do Adjacent Work. The Owner reserves the right to perform construction or operations on the site of the Work. In doing this the Owner may use its own forces or award separate contracts in connection with other construction or operations on the site but not covered by the Project Documents.

4. Right to Finish Contractor's Work. If the Contractor defaults or neglects to carry out all or any part of the Work in accordance with the Project Documents, the Owner has the right, exercisable solely at Owner's discretion, to commence and continue completion of the Work with diligence and promptness as set forth in the Article X.

5. Right of Partial Use of Project. The Owner may occupy or use any completed or partially completed portion of the Work at any stage upon agreement of the Owner and Contractor, provided such occupancy or use is consented to by the insurer and surety.

a. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner 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 Project Documents.

b. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Inspector.

c. Immediately prior to such partial occupancy or use, the Owner's Representative, Contractor, Inspector and Facilities Manager 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.

d. Unless otherwise agreed upon in writing, 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 Project Documents.

e. No claim for acceleration, delay, or hindrance, may be made by the Contractor on his own behalf or that of any of his subcontractors, for any delays, accelerations, or hindrances that may arise out of the Owner's partial occupancy of the Project.

6. Right to Audit. The Contractor shall maintain and make available to the Owner all books, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subcontractors, and financial records related to or which arise out of the Work or under terms of the Contract. The form of record keeping shall be subject to approval by the Owner. These books, papers, records, claims, and accounts shall be made available for examination during normal business hours by the Owner and Owner's Representative and shall be retained at the Contractor's principal place of business, in California, for audit during normal business hours at such place of business for three (3) years after recording of the notice of completion of the project. The Contractor shall provide an office to enable the Owner and Owner's Representative to conduct such audit.

C. RESPONSIBILITIES OF OWNER

1. Removal, Relocation, or Protection of Existing Utilities. In accordance with the provisions of Section 4215 of the California Government Code, the Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the Owner or owner of the utility to provide for the removal or relocation of such utility facilities.

2. Furnish Plans and Specifications. Owner shall be responsible for furnishing Contractor with not more than three (3) sets of Plans, Specifications, and any Addenda that may have been issued.

ARTICLE III. **CONTRACTOR'S RESPONSIBILITIES**

A. REVIEW OF PROJECT DOCUMENTS AND FIELD CONDITIONS

1. Reporting Errors in Project Documents. The Contractor shall carefully study and compare the Project Documents with each other and shall at once report to the Inspector errors, inconsistencies or omissions discovered. If the Contractor performs any construction activity knowing it involves a

recognized error, inconsistency or omission in the Project Documents without such notice to the Owner's Representative, the Contractor shall assume responsibility for such performance and shall bear all costs for correction.

2. Reporting Errors in Field Conditions. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Project Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Owner at once.

3. No Implied Warranty. No warranty is to be implied nor shall any warranty arise by implication under this Contract that the Plans and Specifications are adequate and sufficient to construct the Project.

B. SUPERVISION AND CONSTRUCTION PROCEDURES

1. Supervision of Work. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Project Documents give other specific instructions concerning these matters.

2. Acts of Employees and Agents. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

3. Owner's Representative's Acts Do Not Waive Contractor's Obligation. The Contractor shall not be relieved of obligations to perform the Work in strict accordance with the Project Documents either by activities or duties of the Owner's Rep. in the representatives administration of the Contract or by tests, inspections or approvals required or performed by persons other than the Contractor.

C. PROSECUTION OF WORK

1. Time of the Essence. It is expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the Work are of the essence. The Work shall be prosecuted at such time, and in or on such part or parts of the Work as may be required to complete the Work as set forth in the Project Documents.

2. Construction Schedule. Unless required in the "Supplementary Conditions," the Contractor is not required to submit a construction schedule. In any case, whether required or not, the schedule will be for the Owner's information only. Silence or inaction with regard to construction schedule shall not be construed as acquiescence or acceptance of the Schedule as being binding on Owner. Unless specifically adopted by the Glenn County Board of Supervisors, such schedule shall not be binding on the County of Glenn. The construction schedule shall provide for the completion date not to exceed nor shall he provide for the completion date earlier than the time limits for completion set forth in the Project Documents.

D. SUBMITTALS

1. Review of "Or Equals". In accordance with the provisions of Public Contracts Code Section 3400, but subject to Subsection (b) thereof, the Contractor shall within twenty (20) calendar days after Award of the Contract submit all substitution requests and shall submit data substantiating a request for a substitution of an "or equal" item. Failure to submit such substitution requests and substantiating data within twenty (20) calendar days shall subject such request for substitution to automatic denial.

2. Excessive Submittal Reviews. The cost of reviewing submittals shall be the Architect's responsibility, except that the Contractor shall be responsible for the cost of the third and subsequent review of any one submittal.

E. STATE LABOR REQUIREMENTS

1. Hours of Work.

a. Eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and it is expressly stipulated that no workman employed at any time by the Contractor, or by any subcontractor under this Contract, upon the Work, shall be required or permitted to work thereon more than eight (8) hours in any one calendar day and/or more than 40 hours in any one (1) calendar week except as provided in Labor Code Section 1815, and it is further expressly stipulated that for each and every violation of said last named stipulation, the Contractor shall forfeit, as a penalty to the Owner, \$50.00 for each workman employed in the execution of this Contract, or by any subcontractor under this Contract, for each calendar day during which said workman is required or permitted to labor more than eight (8) hours in any one (1) calendar day or more than forty (40) hours in any one (1) calendar week in violation of the provisions of the Labor Code.

b. Pursuant to the Labor Code, the Contractor, and each subcontractor, shall also keep an accurate record showing the names and actual hours worked for all workers employed by him in connection with the work contemplated by the Project Documents, which record shall be open at all reasonable hours to the inspection of the Owner or its officers or agents, and to the Chief of the Division of Labor Statistics and Law Enforcement or the Department of Industrial Relations, and the chief's deputies or agents.

2. Travel and Subsistence Pay. Pursuant to the provisions of Labor Code Section 1773.8, the Contractor shall pay travel and subsistence payments to each workman needed to execute the work, as such Travel and Subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Section 1773.8.

3. Apprentice Employment.

a. Pursuant to the provisions of Labor Code Section 1777.5, as amended, the Contractor or subcontractor employing tradesmen in any apprenticeable occupation shall apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship

program in that trade for a Certificate of Approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. All requirements and exceptions to those requirements set forth herein for Apprenticeship Employment are contained in Labor Code Section 1777.5 and are available from the applicable Joint Apprenticeship Committee.

b. The Contractor shall make contributions to funds established for the administration of the apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

c. The Contractor and any subcontractor under him shall comply with the requirements of Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

4. Wage Rates.

a. Pursuant to Labor Code Sections 1770 et seq., each laborer or mechanic of Contractor or any subcontractor engaged in work on the Project under this contract shall be paid not less than the hourly wage rate of per diem wages set forth in the prevailing wage rate schedule published by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between Contractor or any subcontractor and such laborers and mechanics.

b. Any laborer or mechanic employed to perform work on the Project under this contract, which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing rate of per diem wages specified herein for the classification which most nearly corresponds to the work to be performed by him.

c. The foregoing specified prevailing wage rates are minimum rates only, and the Contractor may pay any wage rate in excess of the applicable rate contained in this contract.

d. Pursuant to Labor Code Section 1775, the Contractor as a penalty to the Owner shall forfeit \$50.00 for each calendar day, or portion thereof for each worker paid less than the prevailing rate established by the Department of Industrial Relations for such work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

e. An error on the part of an awarding body does not relieve the Contractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770 1775.

f. Copies of the applicable prevailing wage rates are on file with the Glenn County Planning & Public Works Agency at 125 South Murdock, Willows, California, and are available to any interested party upon request.

5. Certified Payroll. As required under the provisions of Labor Code Section 1776, the Contractor and subcontractors shall keep and make available accurate payroll records as follows:

a. The payroll records shall show 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 by him or her in connection with the Project, and such other information as may be shown on the certified payroll record form issued by the Division of Labor Standards Enforcement.

b. A certified copy of all of these payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor as follows:

(1) Make available or furnish to the employee or his or her authorized representative on request.

(2) Make available for inspection or furnished upon request to a representative of the Owner, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) Make available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the Owner, the Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractor, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.

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

A copy of all payrolls shall be submitted weekly to the Architect. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Owner or on any form with identical wording. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

If by the 15th of the month, the Contractor has not submitted satisfactory payrolls for all work performed during the monthly period ending on or before the 1st of that month, the Department will retain an amount equal to 10 percent of the estimated value of the work performed (exclusive of Mobilization) during the month from the next monthly estimate, except that such retention shall not exceed \$10,000 nor be less than \$1,000. Retentions for failure to submit satisfactory payrolls shall be additional to all other

retentions provided for in the contract. The retention for failure to submit payrolls for any monthly period will be released for payment on the monthly estimate for partial payments next following the date that all the satisfactory payrolls for which the retention was made are submitted.

The Contractor and each subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Contract.

6. Discrimination In Employment. In the performance of the work authorized under this contract, Contractor shall not discriminate against any worker or applicant for work because of race, creed, color, ancestry, religion, marital status, medical condition, age (over 40), physical or mental handicaps, veteran or non-veteran status, sex, or national origin.

7. Convict-Made Materials. The Contractor agrees that no materials manufactured or produced in a penal or correctional institution shall be incorporated in the construction of the Project.

F. TAXES

1. Contractor Pays Taxes. The Contractor and subcontractors shall pay all local, state and federal taxes upon labor or materials involved in their branch of the work, cost of same to be included in the contract price.

G. COMPLIANCE WITH LAW AND LOCAL REQUIREMENTS

1. Regulations. The Contractor and all subcontractors shall conform to and abide by all city, county and state laws, ordinances, rules, and regulations, as the same pertain to the work contemplated by the Plans and Specifications.

2. Permits, Licenses, and Fees. The Owner shall give all notices and shall procure and pay for all permits, licenses, and inspection fees that may be required to commence, carry on and complete the contract.

3. Patent Rights, Copyrights, Trade Names and Royalties. The Contractor shall indemnify and save harmless the Owner and all persons acting under him for all liability on account of any patent rights, copyrights, or trade names which may affect the articles or materials or their application under the specifications. The Contractor shall pay all royalties, or other charges that may arise, due to methods, types of construction, processes, materials or use of equipment, and shall hold the Owner harmless from any charges whatsoever which may arise, and shall furnish written assurance, satisfactory to the owner, that such charges have been paid.

H. GUARANTEE

1. Final Guarantee. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year. Contractor warrants and guarantees for a period of one (1) year from the date of Notice of Completion that the Work is free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary, including repairs of any damage to other parts of the Work resulting from such defects. Owner will give notice of observed defects with reasonable promptness. If the Contractor should fail to make such repairs, adjustments, or other Work that

may be make necessary by such defects, Owner may do so and charge Contractor the cost thereby incurred.

2. Extended Guarantees. If a guarantee exceeding one year is provided by the supplier or manufacturer of any equipment used in this Project, then the guarantee for such materials shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials, and contractor shall supply owner with all warranty and guaranty documents relative to equipment and materials incorporated in the job and guaranteed by their suppliers or manufacturers.

3. Environmental and Toxics Warranty. The covenants, warranties, and representations contained in this Section will be effective on the date of recording of the Notice of Completion and will, survive completion of the project. Contractor covenants, warrants and represents to Owner that:

a. No litigation is pending or, to Contractor's knowledge, proposed, threatened or anticipated with respect to the Contractor, or with respect to any other matter affecting the Project or the operation thereof.

b. To Contractor's knowledge after due inquiry, no asbestos-containing materials were installed or was discovered immediate disclosure to Owner in the Project at any time during Contractor's construction thereof.

c. To Contractor's knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCB's are or were located on the Project at any time during Contractor's construction thereof.

d. 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.

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

f. Contractor shall indemnify Owner as set forth in the Section III.J, entitled INDEMNIFICATION.

I. WARRANTY

1. Contract Warranty. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by the Contract, that the Work will be free from defects or flaws and is of the highest quality of workmanship and that the Work will conform to the requirements of the Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

J. INDEMNIFICATION

1. Owner Not Liable for Damages. Neither the Owner nor its authorized representatives shall in any way or manner be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to the work, or part thereof, or in or about the same during its construction and before acceptance, and the Contractor hereby assumes all liabilities of every kind or nature arising from the work, either by accident, negligence, theft, vandalism, or any causes whatever; and shall hold the Owner and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence or any cause whatever.

2. Owner Not Liable for Debts. Indebtedness incurred for any cause in connection with this work must be paid by the Contractor, and the Owner is hereby relieved at all times from any indebtedness or claim other than the contract price.

3. Contractor Responsible for Work. To the fullest extent permitted by law, the Contractor shall be responsible for any and all loss, accident, neglect, injury or damage to person, or property, or loss of life, which may be the result of, may be caused by, or arise out of his performance of work as contemplated by said specifications or the execution of the contract for performance of said work, and for which the Owner might be held liable.

4. Contractor Indemnifies Owner. Contractor shall indemnify the Owner, Owner's Representative, Inspector, Facilities Manager and their agents and employees and hold them free, safe and harmless of, from and against any and all liability for the death of, or injury to, any person and for loss of, or damage to, or loss of use of any property, which may arise by reason of the acts done or omitted to be done as a result of the work to be done by the Contractor in completion of performance of the Work contemplated by the plans and specifications and the Contract for the performance of said work.

a. The Contractor shall defend, or at Owner's sole option, reimburse, the Owner upon demand for all reasonable cost and expenses which the Owner may incur in resisting any claim which may be made against the Owner for any injury or damage to any person or property.

b. In any and all claims against the Owner or their Representative or any of their agents or employees, by any employee of any subcontractor, anyone directly or indirectly employed by any of them, or anyone for those acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. Upon demand, the Contractor shall defend any suits or actions arising from such claims.

5. Environmental Indemnification. From and after recording of Notice of Completion, the Contractor shall indemnify, defend and save harmless Owner from all losses or damages resulting from injury to or death of any person and damage to property, and any fine, which is occasioned by or arises out of any breach of Environmental and Toxics Warranty, representations or covenants of Contractor under this Contract. Contractor further agrees to indemnify and hold harmless Owner, its officers, employees, and agents, from and against any and all liability as follows:

a. Including all foreseeable and all unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of hazardous materials by Contractor, and

b. Including, without limitation, the cost of any required or necessary repair, cleanup, or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following filing of the Notice of Completion to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of hazardous materials by any person on the Project prior to filing of the Notice of Completion. Contractor's obligations pursuant to the foregoing indemnity shall survive the filing of Notice of Completion of the Project.

c. This Contract as to indemnity and reimbursement undertaken by the Contractor, as set forth above, shall survive the performance of the remainder of this Contract and shall remain in full force and effect notwithstanding such performance.

d. The foregoing duties of indemnity shall not apply to loss, damage, expense, or liability caused solely by the negligence, or willful misconduct of the Owner or the Owner's agents, servants, or independent contractors.

K. WORK REQUIREMENTS

1. Conduct of Work. The Contractor shall confine the storage of his equipment and materials to limits as designated by the Owner's Representative. The Contractor shall at all times exercise due caution and provide all necessary barricades and other safety equipment around the work to protect the general public from injury to person and property during the entire time of performance of the work. The Contractor shall not create excessive dust or noise.

2. Maintenance of Site. The Contractor is strictly prohibited from creating, committing or maintaining any nuisance on or about the Project site. The Contractor shall not in any way obstruct or interfere with movements of traffic on any public highway or public right of way without first obtaining the necessary approval of the proper public agency.

3. Clean Up of Site. The Contractor shall keep the Project premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided in the Project Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

4. Cutting And Patching.

a. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

b. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation.

c. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor. Such consent shall not be unreasonably withheld.

d. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

L. SUBCONTRACTORS

1. Contractor Responsible for Subcontractor's Acts. The Contractor shall be fully responsible to Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

2. Contractor's Subcontract. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractors to the Contractor by the terms of the Project Documents insofar as applicable to the Work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provisions of the Project Documents.

M. SUPERINTENDENT

1. Work Superintendent. The Contractor will employ and maintain on the work site a qualified supervisor or Superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The Superintendent shall have full authority to act on behalf of the Contractor and all communications given to the Superintendent shall be as binding as if given to the Contractor. The Superintendent shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

N. LABOR AND MATERIALS

1. Skilled Labor. All labor must be especially skilled for each kind of work, and must be thorough and first class in all respects. Any person whom the Inspector or Owner may deem incompetent or disorderly shall be promptly discharged and not re employed.

2. Quality of Materials. All materials used on this contract shall be new and the best market quality, unless specified or shown otherwise. All work executed under this contract shall be done in the best, most thorough, substantial and workmanlike manner and without flaws. All materials and labor shall be subject to the approval of the Inspector as to its quality and fitness, and shall be immediately removed if it does not meet with his approval. The Inspector may refuse to issue the certificate or payment until all defective materials or work have been removed and other material of proper quality substituted therefore. All removal and replacement with same shall be done at the contractor's expense. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

ARTICLE IV.
ADMINISTRATION OF CONTRACT

A. ADMINISTRATION BY REPRESENTATIVE

1. **Contract Communications.** Unless otherwise provided in the Contract or when direct communications have specifically been authorized, all parties shall communicate through the Facilities Manager. Communications by and with the Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors, architect, or engineer shall be through the Owner's Representative or the Facilities Manager.

2. **Owner's Rep. Does Not Control Work.** The Owner's Representative or Facilities Manager will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Inspector will not be responsible for the Contractor's failure to carry out the Work in accordance with the Project Documents. The Owner's Representative and Facilities Manager will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

3. **Facilities Manager or Owner's Representative Recommends Payments.** Based on the observations and evaluations of the Contractor's Partial Payment Estimate form submitted for payment, the Facilities Manager or Owner's Representative will review amounts due the Contractor and will recommend to the Owner, payments to Contractor as set forth in the section entitled "REPRESENTATIVE'S CERTIFICATION FOR PAYMENT". (See Section VI.D, below.)

4. **Owner's Rep. Authority.** The Owner's Rep. will have the authority to stop work whenever necessary to insure a proper execution of the work. The Owner's Rep. will also have authority to reject Work which does not conform to the Project Documents. Whenever the Owner's Rep. considers it necessary or advisable for implementation of the intent of the Project Documents, the Owner's Rep. will have authority to require additional inspection or testing of the Work in accordance with the following section whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner's Rep. nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Inspector to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

B. INSPECTION AND TESTING

1. **Advance Notice.** The Contractor shall notify the Facilities Manager 24 hours prior to any day in which contractor will 1) require an inspection of any portion of the work, and 2) work in excess of 8 hours or anytime contractor intend to work weekends. Any work not performed subject to inspection will not be accepted and will be rejected and/or ordered removed by Inspector.

2. **Access to Work.** The Owner's Representative and Facilities Manager will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials,

payrolls, records on personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

3. **Costs of Tests.** The Owner shall bear all costs related to testing for conformance of the Work to the Contract requirements. However, if the Contractor has called for any testing, and that test fails, subsequent tests, and all related costs, shall be borne by the Contractor.

4. **Facilities Manager Prepares Change Directives/Orders.** The Facilities Manager will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in the Article V, entitled "CHANGES IN WORK".

C. CLAIMS

1. **Concealed or Unforeseen Conditions.** It is understood by both parties that Contractor has made a pre-bid investigation of the site in accordance with the Instructions to Bidders. All concealed, unforeseen, or materially differing conditions are the responsibility of the Contractor in the absence of an actual material, intentional misrepresentation by the Owner as to the conditions on the site. The Owner may have made available to the Contractor information on conditions that may be encountered on the site. However, such information is for the exclusive use of the Owner, and Owner does not make any representations as to the completeness or the accuracy of the information made available. The Contractor shall give written notice of any conditions encountered at the site which are unforeseen, concealed, or materially different from those set forth in the plans or specifications, or ordinarily encountered and generally recognized as inherent in the Work. Such written notice shall be given within five (5) calendar days of the Contractor's discovery of any such facts.

2. **Time Limits on Claims.** Claims by the Contractor must be made within 21 calendar days after occurrence of the event giving rise to such Claim, except that claims made due to delay or hindrances which Contractor claims was caused by the Owner shall be made within ten (10) calendar days after occurrence of the event giving rise to such Claim. Claims must be made by written notice. Failure to make such claim in writing in the time set forth herein shall bar the Contractor from recourse for such Claim.

3. **Claims for Additional Costs.**

a. If the Contractor wishes to make a Claim for an increase in the Contract Price, he shall give the Owner written notice thereof within the time set forth in Paragraph IV.C.2. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall, as soon as possible, advise the Owner of his intent to do the Work.

b. Increases in the Contract Price due to Claims shall be calculated based on the Methods of Adjustment detailed in Paragraph V.D, below.

c. Under no circumstances shall Contractor recover any administrative overhead costs or recover on the basis of any "Home Office" damages formula, "Total Cost" recovery formula, or any other such formula.

4. **Claims for Additional Time.**

a. If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

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

c. The Owner shall not be liable for any damages on account of any reasonable delay or hindrance of the Owner. However, Contractor shall be entitled to an extension of time for any delay or hindrance caused by the Owner. Any delay or hindrance by Owner which is unreasonable and not within the contemplation of the parties may subject Owner to a claim for damages. Contractor shall make any claims in writing within the time set forth in Paragraph IV.C.2, for any unreasonable delay or hindrance caused by Owner, and specifying the cause thereof as required in Paragraph IV.C.5 "Submittal of Claims".

5. Submittal of Claims. Any disputes relating to this Contract, or its breach, which is not disposed of by agreement shall be promptly submitted as a claim to and decided by the Architect and Owner's Representative who shall issue a written decision on the dispute. Claims shall be submitted by the Contractor to the Architect and Owner's Representative with adequate supporting data and include a demand for the Architect's and Owner's Representative's decision. Adequate supporting data shall include but is not limited to: a statement of the reasons for the asserted entitlement, the certified payroll, invoice for material and equipment rental, and an itemized breakdown of any adjustment sought.

6. Submission Under Penalty of Perjury. The Contractor shall certify, at the time of submission of a claim, as follows:

"I certify under penalty of perjury under the laws of the State of California, that the claim is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the contract adjustment for which the Owner is liable.

By _____
(Contractor's signature)"

D. DISPUTES RESOLUTION

1. Continue Work During Dispute. In the event of any dispute between the Owner and the Contractor, the Contractor will not stop work but will prosecute the work diligently to completion in the manner directed by the Owner, and the dispute shall be resolved by a court of law after completion of the work. However, all disputes must be submitted by the Contractor in accordance with the subsequent provisions of this Section IV.D.

2. Owner's Review of Claim. The Owner's Representative shall review the facts pertinent to the claim, secure assistance from legal and other advisors, coordinate with the contract administrators and, within the time stipulated in Paragraph IV.D.3, render a written decision on the claim. A copy of the decision shall be furnished to the Contractor by certified mail, return receipt

requested, or any other method that provides evidence of receipt. The decision of the Owner's Representative shall be final and conclusive except as is otherwise provided herein.

3. Written Notice of Decision. The Owner's Representative shall issue a written decision on a claim not exceeding \$25,000, or for an adjustment in contract terms, within 60 calendar days after receipt of the completed claim. The decision on a claim exceeding \$25,000 shall be issued within 120 calendar days after receipt of the completed claim provided, however, if a decision is not issued within ninety calendar days the Owner's Representative shall notify the Contractor of the time within which the decision will be made. The reasonableness of this time period will depend on the size and complexity of the claim and the adequacy of the Contractor's supporting data and other relevant factors. The Owner's Representative may require re submission of the claim where such representative deems the claim to be incomplete.

4. Denial of Claim by Owner. If a decision is not issued on a claim for \$25,000 or less, or for an adjustment of subcontract terms, within the 60 calendar day period stipulated, or on a claim exceeding \$25,000 within 120 calendar days after the Owner's Representative's receipt of the completed claim, or as such time is extended pursuant to Paragraph IV.D.3, the claim shall be deemed to have been "automatically" denied. The Contractor shall have an immediate right thereafter, after filing a notice of intent to sue Owner exercisable for a period of ninety (90) calendar days, as provided herein, to bring legal action. The failure to serve the notice of intent to sue and to bring legal action within the ninety (90) calendar day period will result in the denial of the claim and the claim becoming final and conclusive. No legal action may thereafter be brought on the claim.

5. Claims Exempt from Review. The procedures and remedies provided in this Section IV.D do not apply to:

a. Any claims by the Owner;

b. Any claim for or respecting personal injury or death or reimbursement or other compensation arising out of or resulting from liability for personal injury or death;

c. Any claim or dispute relating to stop payment requests or stop notices; or

d. Any claim related to the approval, refusal to approve, or substitution of subcontractors, regardless of tier, and suppliers.

6. Thirty (30) Calendar Day Prior Notice of Law Suit. The Contractor shall, within 30 calendar days from receipt of the Owner's Representative's final written decision or within 30 calendar days of the "automatic" denial as provided in Paragraph IV.D.4, give the Owner notice in writing of the Contractor's intent to file a law suit over the claim or dispute. The failure to serve a notice within 30 calendar days shall be deemed as complete satisfaction with the results of the written decision or automatic denial, and an express waiver of any right to file a law suit.

7. Filing Law Suit. The Contractor shall comply strictly with all time limits and all procedures specified in this Section IV.D, Dispute Resolution, as a prerequisite to filing a law suit on any dispute or claim. Contractor must file an action within 90 calendar days of the date of receipt of the Notice of the Decision as provided in Paragraph IV.D.3, or within 90 calendar days of the

"automatic" denial as provided in Paragraph IV.D.4. Failure to comply with any such time limit or procedure shall be deemed a voluntary waiver of any right to file suit for redress in a court of law or equity.

8. Suit in Glenn County Only. Any litigation arising out of this Contract shall be brought in Glenn County and Contractor hereby waives the removal provisions of California Code of Civil Procedure Section 394.

ARTICLE V. CHANGES IN WORK

A. WAIVER OF CONTRACT PROVISIONS

It is expressly understood and agreed that any waiver granted by the Owner of any term, provision or covenant of this Contract shall not constitute a precedent or breach of the same or any other terms, provisions, or covenants of this Contract.

B. CHANGES

1. Owner May Order Changes in Work. The Contractor agrees that the Owner through the Facilities Manager or Owner's Representative, without invalidating the Contract, may order changes in the Work by altering, adding to or deducting from the Work, in consideration for the Contract Amount being adjusted according to the provisions of Section V.D. Contractor agrees to enter into a modification of his original Contract for such changes.

2. Cost Proposals. Upon request by the Facilities Manager or Owner's Representative for a quotation on any change to the Work, the Contractor shall promptly submit to the Facilities Manager or Owner's Representative in writing a detailed breakdown of the work and of the amount of deduction or addition claimed. In no case shall Cost Proposals be provided later than 30 calendar days from the date requested. The request for quotations on alterations to the Work shall not be considered authorization to proceed with the work prior to issuance of a Change Order, nor shall such request justify any delay in existing work. If Contractor fails to provide Cost Proposals within 30 calendar days, Owner may prepare the Cost Proposal based on estimated of labor, materials, and equipment. This proposal shall be binding on the Contractor, will become the basis for Contract Price adjustment, and shall not be subject to dispute.

3. Contract Change Instrument. Changes in Work involving a change in Contract Price or Contract Time shall be done only in pursuance of a Field Order, Change Order, or Construction Change Directive as set forth below in this Article.

4. Changes Shall Conform to Contract. Changes in Work shall be performed in conformance with applicable provisions of the Project Documents, and the Contractor shall proceed promptly unless otherwise provided in the Field Order, Change Order, or Change Directive.

C. CONTRACT CHANGE INSTRUMENTS

1. Field Order. The Owner's Rep. may order minor changes in work by use of a Field Order. These minor changes will involve neither changes in the Contract Price or Contract Time. If the Contractor disagrees that the change does not involve a change in cost or time, then a Change Order or Change Directive shall be used.

2. Change Order. The Change Order shall be used in cases where Owner and Contractor agree on the change in Work, the amount of or method of computing the Contract Amount, and the amount of adjustment in Contract Time.

3. Construction Change Directive. If the Owner and Contractor do not agree on the proposed change in Work and/or the proposed adjustment to Contract Price and Time, or if it is essential that the Contractor proceed expeditiously and without delay, then the Owner may, by issuance of a Construction Change Directive, order changes in Work, and the Contractor shall promptly proceed with the change in Work involved.

a. Acceptance of Change Directive. If the Contractor agrees with the Change Directive, the Contractor shall by his signature thereon, indicate his acceptance of the terms of the Directive, including adjustments to price and time, and the Change Directive shall then be followed by a Change Order.

b. Non-Acceptance of Change Directive. If the Contractor disagrees with the method of computing an increase in Contract Price, then the amount of adjustment shall be computed by the Cost Reimbursement method detailed in Basis for Adjustment. Disagreements, except as described in Paragraph V.B.2, with amounts or credits, under the Cost Reimbursement method, or time shall be considered a dispute, and processed under the section on Disputes Resolution.

D. BASIS OF ADJUSTMENT

1. Methods of Adjustment. The amount of adjustments to Contract Price, whether a credit or payment, shall be computed by one of the methods detailed below. The method used shall be at the sole determination of the Owner Representative.

2. Unit Prices. Those prices stipulated in the Bid Form shall be utilized where they are applicable. In the event the change in original quantity is in excess of 25% of the original bid quantity, and the total dollar value of that bid is significant, the Owner shall review the unit price to determine if a new unit price shall be renegotiated. Unit prices for new items shall be negotiated and mutually agreed upon.

3. Lump Sum. A total lump sum for the work negotiated and mutually acceptable to the Contractor and Owner. Lump sum quotations for modifications to the work shall include substantiating documentation with an itemized breakdown of Contractor's and Subcontractor's costs, including labor, materials, rentals, approved services, overhead, and profit all calculated as specified in the Cost Reimbursement method which follows.

4. Cost Reimbursement (Extra Work). In this method, the payment for Extra Work shall be made on a time and expense basis that is on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and used to do the work. Payment will be made for the documented actual cost of the following:

a. costs of labor, excluding supervisory personnel, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, labor insurance and labor taxes established by law,

b. costs of materials, supplies and equipment, including cost of transportation and sales tax, whether incorporated if paid for by the Contractor or his Subcontractor,

c. rental costs, prevailing in the area, of machinery and equipment for the actual time used, and including transportation costs for items having a value in excess of \$100, and

d. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work,

To the above costs the Contractor shall be allowed a markup of 12%. These markups shall be considered to be full compensation, covering the cost of general supervision, administration, overhead, profit, and any other general expenses.

E. EXTENSION OF TIME FOR COMPLETION

1. Contractor Delayed or Hindered. Should the Contractor be delayed or hindered in the completion of the work by the neglect of the Owner, or by fire, by strikes, lockouts, embargoes or earthquakes, and any other causes, the Architect and the Owner's Rep. approves as not having been reasonably foreseeable at the time of execution of the Project Documents, then the time allowance herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid. Time extensions must be requested in accordance with Section IV.C.4.

2. Agreement on Time Extension. In addition, the Contractor and the Owner reserve the right to mutually agree in writing upon an extension of time for completion for causes other than those enumerated above; the Architect, Owner's Rep., and the Facilities Manager must recommend, and the additional time so allowed must be approved by Change Order.

3. Time Extension not Waiver. The granting of an extension of time by the Owner for performance by the Contractor shall not operate as a waiver or estop the Owner from claiming damages due to any other delays, prior or subsequent, which were not approved by the Inspector and the Owner as provided herein.

ARTICLE VI. **PAYMENTS AND COMPLETION**

A. GENERAL

1. Contract Price. The Contract Price is stated in the Construction Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Project Documents.

2. Waiver. Neither the acceptance of the work by the Owner nor the payment any part or all of the sum due the Contractor hereunder shall constitute a waiver by the Owner of any claim which the Owner may have against the Contractor or surety under this Contract or otherwise.

3. Manner of Paying Warrants. Payments to the Contractor become due under the terms of this Contract in the manner prescribed by law. The Finance Director of the Owner shall cause a warrant for the certified amount to be drawn upon the proper

fund of the Treasurer of the Owner, which warrant shall be approved and issued to Contractor within that period of time customarily required to process said warrants in the ordinary course of the Owner's business.

B. APPLICATIONS FOR PAYMENT

1. Submittal of Applications. At least ten (10) calendar days before the date established for each progress payment, the Contractor shall submit to the Facilities Manager an itemized Application for Payment for work completed to date. Such application shall be supported by such data substantiation the Contractor's right to payment as the Owner may require, such as copies of requisitions from Subcontractors and material suppliers, and reflection retainage if provided for elsewhere in the Project Documents.

2. Basis for Payment. Each Application for Payment shall be based upon the Contract Unit Prices bid or, where a Lump Sum Bid is involved, upon the Schedule of Values submitted by the Contractor in accordance with the Project Documents. The Schedule of Values shall conform to the requirements set forth in the Supplementary Conditions. Applications shall indicate the percentage of completion of each portion of the Work as of the end of the month covered by the Application.

C. PROGRESS PAYMENTS

1. Monthly Progress Payments. Based on the Applications for Payments, Progress Payments shall be made once each month, on or about a date to be determined by the Owner.

2. Computation of Progress Payments. Subject to the provisions of the Project Documents, the amount of each progress payment shall be computed as follows:

a. That portion of the Contract Price computed by multiplying the percentage completed of each work task by the portion of the Contract Price allocated to the work task in the Schedule of Values, less a retainage of five percent (5%);

b. Add the values of Change Orders for which the final cost or credit has not yet been determined, and which is not in dispute, even though the Contract Price has not been adjusted;

c. Add the portion of the Contract Price allocated to equipment and materials delivered and suitably stored at the site (or, if approved in advance by the Owner, suitably stored off the site) for incorporation in the Work, less a retainage of twenty-five percent (25%).

(1) If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing.

(2) Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

c. Subtract the aggregate of previous payments made by the Owner to the Contractor for the Work; and

e. Subtract amounts, if any, for which the Architect, Owner's Rep., or Facilities Manager has withheld or disallowed as provided in Article IX, and Section VI.E of these General Conditions.

f. Add, upon Substantial Completion of the Work, an amount sufficient to increase the total amount paid to the Contractor for the Work to ninety-five percent (95%) of the Contract Price, less amounts as the Owner's Rep. determines for incomplete Work and unsettled claims.

g. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with the Section VI.F, entitled "SUBSTANTIAL COMPLETION".

3. Release of Claims. Payment of undisputed Contract amounts (progress payments) is contingent upon the Contractor furnishing the Architect, Owner's Rep., and Facilities Manager with a release of all claims against the Owner arising by virtue of the work relating to the amount so paid. The release may be on the form used for computing monthly progress payment.

4. Work Free of Liens. The Contractor warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall be free and clear of liens, claims, security interests or encumbrances against Contractor by Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials or equipment in relation to the Work.

D. REPRESENTATIVE'S CERTIFICATION FOR PAYMENT

Owner's Representative Determination. The Owner's Rep. will, within seven (7) calendar days after receipt of the Contractor's Partial Payment Estimate Application for Payment, either issue to the Owner a Certification for Payment, with a copy to the Contractor, for such amount as the Owner's Rep., and Facilities Manager determines is properly due, or notify the Contractor and Owner of the reasons for withholding certification in whole or in part as provided for in the following paragraph.

E. WITHHOLDING FROM PAYMENTS

1. Reasons for Withholding. The Owner, upon recommendation of the Facilities Manager may withhold payments, or on account of subsequently discovered evidence, nullify the whole or a part of any progress or retention payments to such extent as may be necessary to protect the Owner from loss on account of:

a. Defective work or material not remedied or replaced.

b. The filing of claims or Stop Notices to withhold, or reasonable evidence indicating probable filing of such claims or notices.

c. Failure of the Contractor to make payments properly to subcontractors, or for materials or labor.

d. Failure to make payments to any person or entity for financial obligations of the Contractor under terms of this Contract.

e. A reasonable doubt that the Contract can be completed for the balance then unpaid.

f. Damage to another contractor.

g. Performance of work in violation of the terms of the project documents.

h. Excessive costs to Owner, as described in Section I.E.

i. Failure of Contractor to comply with requirements for timely submittal of specified documentation, including but not limited to construction schedules, cost proposals, and submittals.

2. Release of Payment. When the above grounds for withholding are removed, payment shall be made for amounts withheld because of them.

F. SUBSTANTIAL COMPLETION

1. Request for Inspection. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall request an inspection of the Work. The Facilities Manager or Owner's Representative and Inspector will then make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses significant work which is not in accordance with the requirements of the Project Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such work. The Architect shall prepare a list of any items of work which is judged to be minor repair work or to be covered by warranties.

2. Certificate of Substantial Completion. When the Work or designated portion thereof is substantially complete, the Facilities Manager or Owner's Representative will recommend to Owner that Owner issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Project Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall indicate responsibilities assigned to Contractor and shall be accepted in writing by him.

3. Final Payment (Ninety-Five Percent (95%) Payment). Except as otherwise provided, upon issuance of a Certificate of Substantial Completion a sum sufficient to increase the total payments to 95% of the Contract Price shall be paid.

G. SUBSTITUTE SECURITIES FOR 5% RETENTION

1. Escrow Account Requirements. This contract does not provide for substitution of securities for any monies withheld by the Owner to ensure performance under the Contract.

H. FINAL COMPLETION AND PAYMENT OF RETAINAGE

1. Affidavit of Payment. After the date of Substantial Completion of the Work, and before final acceptance of the Work, the Contractor shall file with the Owner his affidavit, sworn to before a Notary Public, if Owner's Rep. requires, stating that all workmen and persons employed, all firms supplying materials, and all subcontractors upon the project for either labor or materials have been paid in full, except certain items, if any, to be set forth in such affidavit covering disputed claims, or items in connection with which Stop Notices have been filed under the provisions of the Statutes of the State of California. The filing of such affidavit by the Contractor shall be one of the prerequisites to the making, by the Owner, of the five percent (5%) retainage payment on the contract.

2. Final Inspection. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, Facilities Manager or Owner's Representative and Inspector will promptly make such inspection and, when they find the Work acceptable under the Project Documents and the Contract fully performed, the Facilities Manager or Owner's Representative will promptly recommend to Owner that Owner may consider the Project complete and that Payment of Retention may be made.

3. Final Certification. Before issuance of Final Payment, Contractor shall file, with Owner, a certificate in which he certifies that to the best of the Contractor's knowledge, information and belief, and on the basis of observations and inspections, the Work has been completed in accordance with terms and conditions of the Project Documents.

4. Payment of Retention. Thirty-five (35) calendar days after the Notice of Completion has been executed, provided the work be fully completed and the Contract fully performed, the balance due under the Contract shall be paid, less any monies held for Stop Notices. These payments shall not be construed as an absolute acceptance of any of the work done up to the time of such payments. The Contractor, if requested by the Owner, shall furnish receipts or other vouchers showing his payments for materials and labor.

5. Notice of Completion. The Work shall be accepted in writing in the form of a Notice of Completion when the whole shall have been completed satisfactorily to the Facilities Manager or Owner's Representative and Inspector. In judging the work, no allowance for deviations from the original specifications will be made unless already approved in writing at the proper times and in the manner as called for herein. The Notice of Completion shall be recorded.

ARTICLE VII.

PROTECTION OF PERSONS AND PROPERTY

A. PROTECTION OF WORK, PROPERTY, AND PERSONS

1. Damage to Owner's Property. The Contractor shall be entirely responsible for any damage to the property of the Owner due to careless handling of tools or materials or other causes attributed to the Contractor's work in performing this Contract.

2. Safety of Employees and Others. The Contractor will take all necessary precautions for the safety of, will provide the necessary

protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and 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.

3. Safety and Convenience. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them.

4. Remedy of Damages. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone of whose acts any of them be liable, except damage or loss attributable to the fault or to the acts or omissions of the Owner or anyone employed by them and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

5. Protection of Workers in Trenches. As required by Labor Code Section 6705, and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches 5 feet or more in depth, Contractor shall submit for acceptance by the Owner, or by a registered civil or structural engineer, employed by the Owner, to whom authority to accept has been delegated, in advance of excavation, 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, or such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial safety, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Contract for completion of the Work as set forth in the Project Documents. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the Owner, the Owner's Engineer, the Owner's Representative or the Inspector, nor any of their officers, agents, representatives, or employees.

ARTICLE VIII.

INSURANCE AND BONDS

A. INSURANCE

1. Copies of Insurance Policies. Before commencing any work under the Contract, the Contractor shall obtain insurance policies, as specified below. Each of the insurance policies shall be issued by a company or companies duly and legally licensed to transact business in the State of California. They shall be issued at the expense of the Contractor and shall be maintained by him and at his expense during the entire life of the Contract.

2. Co-Insured. The Contractor and all subcontractors shall be named or designated in such capacity as insured jointly, or additionally, with the Owner in all policies, all of which shall be

open to the Owner's inspection. Certificates of such insurance shall be filed with the Facilities Manager prior to commencement of the Work. If the Contractor fails to effect or maintain insurance as above and so notifies the Owner, the Owner may insure its own interest and that of the subcontractors and charge the cost thereof to the Contractor. If the Owner is damaged by failure of the Contractor to maintain such insurance or to so notify the Owner, the Owner may recover such damages.

3. Types of Coverage. The type and coverage of insurance required shall be as describes below:

a. Workers' Compensation Insurance. This insurance policy shall be in the form of Workers' Compensation Insurance and shall cover the full liability of the Contractor in accordance with the provisions of the Labor Code, as amended. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for the latter's employees. The Contractor shall provide, and shall cause each subcontractor to provide, adequate insurance for the protection of his employees not otherwise protected. In accordance with provisions of Labor Code Section 1861, the Contractor shall sign and file with the Owner the following certification prior to performing the Work:

CERTIFICATE OF KNOWLEDGE
LABOR CODE SECTION 3700

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 work of this contract.

b. Public Liability and Property Damage Insurance. Occurrence-type Public Liability and Property Damage Insurance shall be secured by the Contractor and shall protect the Owner, its officials, agents and employees, the Contractor and any subcontractor performing work covered by this Contract from claims for damages for personal injury, including wrongful death, and from claims for property damage, which may arise from operations, work or conditions under this Contract, whether such operations, work or conditions be done or caused by the Contractor or any subcontractor or anyone directly or indirectly employed by either of them.

The minimum limits for coverage shall be:

- (1) \$1,000,000.00 Combined Single Limit
 - * Automobile Liability Insurance
 - * Contractual Liability
 - * Contingent Liability
 - * Products and Completed Operations (for 5 years after acceptance)
 - * Independent Contractors
 - * Premises, Operations
- (2) \$100,000.00 Property Damage, with Broad Form Endorsement
- (3) \$100,000.00/\$300,000.00 Automobile

Liability Coverage (including owned, non-owned or hired motor vehicles).

3. Certificates of Insurance. A certificate of insurance for each policy, including a copy of the endorsement naming the Owner as an additional insured, shall be sent to the Owner's Risk Manager before start of construction. The Owner's Risk Manager shall be notified in writing by the carrier at least ten (10) calendar days prior to cancellation of the above policies.

B. BONDS

1. General Requirements for Bonds. Before commencing any work under the Contract, the Contractor shall file with the Owner an original and three certified copies of each bond described below. These bonds shall be in the amounts and for the purposes specified below. They shall be surety bonds and shall be issued by corporations duly and legally licensed to transact business in the State of California. They shall be maintained by him and at his expense during the entire life of the Contract or later as provided.

2. Performance Bond. One bond shall be in the amount of one hundred percent (100%) of the Contract Price, and shall guarantee the faithful performance of the Contract, including the guarantee required by Paragraph III.H.1, and shall insure the Owner during the life of the Contract. The bond shall insure against faulty or improper materials and/or workmanship.

3. Labor and Materials Bond. One bond shall be in the amount of one hundred percent (100%) of the Contract price, and shall guarantee the payment in full of all claims for labor and materials in accordance with the provisions of the laws of the State of California.

4. Change of Surety. If at any time a surety on such bonds becomes irresponsible or loses its right to do business in the State of California, the Owner may require another surety which the Contractor shall furnish within ten (10) calendar days after receipt of written notice to do so. Evidence of authority of an attorney-in-fact acting for the corporate surety shall be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bonds. The form of the bonds shall be subject to approval by the Owner.

ARTICLE IX. UNCOVERING AND CORRECTION OF WORK

A. DEVIATION FROM SPECIFICATIONS

If the Contractor shall vary from the Plans or Specifications in the form or quality of the work, or the amount or value of the materials herein provided for, the Owner shall have the right to order such improper work or materials removed, remade, or replaced. If the work is ordered changed, any other work disturbed or damaged by such alteration shall be made good at the Contractor's expense.

B. CORRECTION OF WORK

1. Covered or Completed Work. If any Work is covered contrary to the written instructions of the Owner's Rep. it must, if requested by the Owner's Rep., be uncovered for his observation and replaced at the Contractor's expense.

2. Inspection of Covered Work. If the Facilities Manager or Owner's Representative or Inspector considers it necessary or

advisable that covered Work be inspected or tested by others, the Contractor, will uncover, expose or otherwise make available for observation, inspection, or testing as the requesting entity may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, if, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and construction and an appropriate Change Order shall be issued.

3. Rejected Work. The Contractor shall promptly remove from the premises all Work rejected by the responsible representatives for failure to comply with the Project Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work either during the term of the Contract or during the warranty period, in accordance with the Project Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

4. Cost of Correction. All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) calendar days after receipt of Written Notice, the Owner may remove such Work and store the materials at the expense of the Contractor. Owner also may perform such work or repairs itself and charge the expense to the Contractor.

5. Correction During Guarantee Period. If, within one (1) year after the date of Substantial Completion of the Work or designated portion thereof, or by terms of an applicable special warranty required by the Project Documents, any of the Work is found to be not in accordance with the requirements of the Project Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. This period of one (1) year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation under this Subparagraph shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

ARTICLE X.

TERMINATION OR SUSPENSION OF CONTRACT

A. TERMINATION BY OWNER FOR CONVENIENCE

1. Right to Terminate. The Owner reserves the right to terminate the Contract at any time upon determination by the Board of Supervisors that termination of the Contract is in the best interest of the Owner. Owner shall issue the Contractor a written notice specifying that the Contract is to be terminated.

2. Contractor's Duties. Upon receipt of said written notice, Contractor shall stop all work under the Contract except that specifically directed to be completed prior to acceptance, perform work the Inspector deems necessary to secure the Project for termination, remove equipment and plant from the site of Work, take such action as is necessary to protect materials from damage, dispose of materials not yet used in the Work as directed by the

Owner's Rep., and clean up the site in accordance with Paragraph III.K.3.

3. Payment for Work. If the Contract is terminated for the Owner's convenience as provided herein, all finished or unfinished Work and materials previously paid for shall, at the option of Owner, become its property. The Contractor shall be paid an amount which reflects costs incurred for Work provided to the date of notification of termination. In addition, the Contractor shall be paid the reasonable cost, as solely judged by the Inspector, and without profit, for all work performed to secure the project for termination.

B. TERMINATION BY OWNER FOR CAUSE

1. Written Termination Notice. If the Contractor is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of its creditors or if a trustee or receiver is appointed for the Contractor or for any of its property, or if the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or on more than one occasion fails to supply sufficient skilled workmen or suitable material or equipment, or on more than one occasion fails to make prompt payments to subcontractors or for labor, materials or equipment or disregards the authority of the owner, or otherwise violates any provision of the Project Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and its surety a minimum of ten (10) calendar days from delivery of a Written Termination Notice, terminate the services of the Contractor and take equipment and machinery thereon owned by the Contractor and finish the Work by whatever method the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

2. Owner's Notice to Work or Quit.

a. Without prejudice to other rights or remedies the Owner may have, if the Contractor fails to begin delivery of materials and equipment, to commence the Work within the time specified, to maintain the rate of delivery of materials, to execute the Work in the manner and at such locations as specified in the Project Documents, or to maintain a work program which will ensure the Owner's interest, or, if the Contractor is not carrying out the intent of the Contract, an Inspector's Written Notice may be served upon the Contractor and the Surety on its faithful performance bond demanding satisfactory compliance with the Contract.

b. If the Contractor or its Surety does not comply with such notice within five (5) calendar days after receiving it, or after starting to comply, fails to continue, the Owner may exclude it from the premises and take possession of all material and equipment, and complete the work by Owner's forces, by letting the unfinished work to another contractor, or by a combination of such methods.

3. Owners Rights After Termination. If the Contractor's services have been so terminated by the Owner, that termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment by the Owner of monies due the Contractor will not release the Contractor from compliance with the Project Documents.

a. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to the Contractor. If the sums under the Contract are insufficient for completion, the Contractor or Surety shall pay to the Owner within five (5) calendar days after the completion, all costs in excess of the Contract Price. In any event, the cost of completing the Work shall be charged against the Contractor and its Surety and may be deducted from any money due or becoming due from the Owner.

b. If the Surety assumes any part of the Work, it shall take the Contractor's place in all respect for that part and shall be paid by the Owner for all work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default shall be payable to the surety as the work progressed, subject to the terms of the Contract.

c. The provisions of the section shall be in addition to all other rights and remedies available to the Owner under law.

4. Contractor Not in Default. If after notice of termination under Paragraph X.B.1, it is determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to the provisions of Section X.A, "Termination for Convenience". The Contract shall be equitably adjusted to compensate for such termination in accordance with Section X.A.

C. SUSPENSION OF WORK

1. Owner May Suspend. The Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) calendar days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Owner's Representative which shall fix the date on which Work shall be resumed.

2. Resumption of Work. The Contractor will resume that Work on the dates so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributed to any suspension.

End of General Conditions.

GLENN COUNTY INSTALL ONE NEW 2.5 TON MITSUBISHI DUCTLESS MINI-SPLIT
525 West Sycamore Street, Willows, CA 95988

BID ALTERNATES

NONE

End of Section.



GENERAL
CONDITIONS

COUNTY OF GLENN INSTALL ONE NEW 2.5 TON MITSUBISHI DUCTLESS MINI-SPLIT

525 West Sycamore Street, Willows, CA 95988

STAFFING, COORDINATION, AND MEETINGS

Supervision and Administration:

OWNER'S STAFF:

1. Owner's Representative: John F. Linhart, Director, Planning & Public Works Agency, whose office is located at 777 N Colusa Street, Willows, California 95988; (530) 934-6530.
2. Glenn County Deputy Director: Annette Chavez, Planning & Public Works Agency, Facilities Division, whose office is located at 777 N. Colusa Street, Willows, California 95988; (530) 934-6530.
3. Facilities Manager: Ricardo Valdez, Planning & Public Works Agency, Facilities Division, whose office is located at 777 N. Colusa Street, Willows, California 95988; (530) 934-6530.
4. Inspections: Dean Miller, Inspector Planning & Public Works Agency, whose office is located at 777 North Colusa Street, Willows, California 95988; (530) 934-6546.

Owner Misc. Responsibilities:

1. The Contractor shall obtain a building permit from the County (required) and from the City of Willows (subject to City requirements) for this reroof project and/or work.
2. The Contractor shall be required to call for required inspections for all construction work as it progresses.
3. The Facilities Manager or Deputy Director will be the contractor's liaison throughout the project and will respond to all inquiries, will process documents, schedule meetings and will be responsible to process contractor's progress payment requests or final payment request if the work is completed in less than 30 calendar days. A 5% retention amount is to be withheld from the computations by contractor when preparing the request. Progress payments will be prepared by using a schedule of values for each category of work, and then the actual percentage of work that has been completed during the payment period, less 5% retention, will be authorized for payment.

CONTRACTOR'S STAFF:

1. The Contractor shall be responsible to supervise the project or provide a competent Superintendent with documented experience supervising this type of project. The Contractor or Superintendent shall be skilled in the use and interpretation of the bid documents and other written or verbal communications prepared for the work. The qualifications of the Superintendent are subject to approval by the Owner.
2. The Contractor or contractor shall provide a duly-authorized representative for the proper administration,

coordination, supervision and construction work for this project.

Contractor Misc. Responsibilities:

1. Contractor shall be required to comply with all federal and state statutory and regulatory requirements, and existing laws and regulations pertaining to work in California.
2. Coordinate scheduling of all work activities to assure efficient and orderly sequence of the modular installation work. Provide immediate notification to the Facilities Manager or Deputy Director of any apparent conflicts or other issues which could potentially delay or change the project.
3. Contractor shall verify that the existing site conditions (i.e., utilities) are acceptable prior to beginning work. Beginning work means acceptance of existing conditions.
4. Contractor is responsible for all site safety during the project. Provide barricades and/or temporary corrective measures if needed to prevent accidental trespassing and/or unauthorized entry into work site. Secure the site after work hours.
5. Contractor shall maintain the site in a clean and orderly condition. Remove regularly from the site, all waste materials, debris, surplus materials, and rubbish which result from work of this project.
6. Contractor is responsible for all Pollution Controls during construction activities including Noise Pollution, storm water run off. In addition, the contractor is responsible for removal and the legal disposal of all materials encountered.
7. Contractor is responsible to provide 24 hours notice prior to requesting an inspection as required by the Glenn County Building Inspection Division. The Inspection Request Line is reached by calling 934-8447. The City of Willows is reached by calling 934-7041.
8. Contractor is prohibited from the following activities:
 - a. Store or sell items at the project site.
 - b. Use of any explosives for demolition purposes.
 - c. Cannot close or obstruct any streets, sidewalks, drives, alleys, etc. without the written approval from the Owner or from an official of the City of Willows.
 - d. Posting of signs and/or advertisements at the work site without the Owner's written permission.
10. Provide progress payment invoices to the Facilities Manager or Deputy Director monthly or upon completion if the work is completed in less than 30 calendar days.

COUNTY OF GLENN INSTALL ONE NEW 2.5 TON MITSUBISHI DUCTLESS MINI-SPLIT

525 West Sycamore Street, Willows, CA 95988

MEETINGS:

Preconstruction Meeting:

The Owner will schedule a preconstruction meeting shortly after Contracts are fully executed for the following topics:

1. Designate and introduce personnel representing each of the parties involved in the work of this project.
2. Distribute the Notice to Proceed and the fully executed Contracts. Review and discuss all work requirements and the time in which all work is to be completed.
3. Discuss procedures on how field decisions will be handled, submittal of payment requests, changes if found during the work, and contract close-out procedures.
4. What uses of the premises will and will not be allowed by the Owner and Contractor.
5. Security and housekeeping requirements and procedures.
6. Maintaining record documents.
7. What is required to be inspected and the procedures for requesting inspections.
8. Review and discuss any other business or questions that relate to the work.

Other Types of Meetings:

No other project meetings are required. In the event that the Owner or Contractor find it necessary to schedule a special meeting, all requests shall be forwarded to the Facilities Manager or Deputy Director who will be responsible for notifying all parties involved, of the time, date and place for the meeting.

End of Section.

AGREEMENT BETWEEN THE COUNTY OF GLENN AND

(1) _____

County of Glenn
Planning & Public Works Agency
P.O. Box 1070
Willows, CA 95988
(COUNTY)

(CONTRACTOR)

This agreement is entered into between the County of Glenn ("County") and (2) _____ ("Contractor") for the purpose of (3) _____.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall (4) _____

2. RESPONSIBILITIES OF THE COUNTY

County shall (5) _____.

3. COMPENSATION

Contractor shall be paid the sum of (6) _____ after satisfactorily completing the duties described in this agreement.

4. BILLING AND PAYMENT

Contractor shall submit to (7) _____ within 15 days after completion of the services described in paragraph 1, a statement of services rendered (8) _____.

5. TERM OF AGREEMENT

This agreement shall commence on the date of signing and shall terminate (9) _____.

6. TERMINATION OF AGREEMENT

If Contractor fails to perform its duties to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner its obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement effective immediately upon County giving written notice thereof to Contractor. Either party may terminate this agreement on 30 days written notice.

County shall pay Contractor for all work satisfactorily completed as of the date of notice. County may terminate this contract immediately upon oral notice should funding cease or be materially decreased.

Should this contract be terminated, Contractor shall provide County all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Contractor pursuant to this contract.

7. ENTIRE AGREEMENT; MODIFICATION

This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.

8. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of County.

9. EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement, provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. In performing the services described in this Agreement, Contractor will exercise the degree of care and skill ordinarily exercised by reputable companies performing the same or similar services in the same geographic area.

The sole interest of County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal Government that would be withheld from compensation if Contractor were a County employee. County shall not be liable for contractor's failure to make payments to any Subcontractor, material supplier, or vendor. Contractor agrees to indemnify the County with regard to any claim or lien filed against the County based upon nonpayment by the Contractor. Contractor shall not be eligible for coverage under County's Workers' Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the County, its elected officials, directors, officers, employees and volunteers against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any person's bodily injury, including death or property being damaged by the negligence of Contractor or any person employed by Contractor or in any capacity during the progress of the work. Contractor shall also indemnify County of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding.

11. LIMITATION OF LIABILITY

Contractor's aggregate liability for any and all claims arising out of this Agreement, or out of any goods or services furnished hereunder, whether based on contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability shall be limited to the value of the insurance coverage required in Article 13 of this Agreement. The stated coverage amounts shall be a maximum liability amount.

12. INSURANCE REQUIREMENTS.

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damage to property that may arise from, or be in connection with, the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees, and subcontractors. At the very least, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

The agency responsible for administering a contract is also responsible for enforcing insurance requirements described below. This includes securing certificates of insurance before work under the contract is begun. Contractor shall furnish to the County certificates of insurance. All certificates of insurance to be received and approved by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract. Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, and reduces in coverage or policy limits the insurance coverages described herein.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the contractor shall reduce or eliminate such deductibles or self-insured retentions, as respects the County, its officers, officials, employees and

volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Insurance is to be placed with insurers who are licensed to sell insurance and who possess a Best rating of A or higher.

Exception: Workers' Compensation coverage issued by the State Compensation Insurance Fund (SCIF) shall be acceptable.

13. INSURANCE

A. General liability: At least \$1,000,000 combined single limit per occurrence coverage for bodily injury, personal injury and property damage. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required per occurrence limit. The contractor or contractor's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.

B. Automobile Liability: At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the contractor to fulfill the requirements of this contract, and coverage shall be provided for "any auto", code 1 as listed on the Acord form "Certificate of Insurance."

C. Workers' Compensation and Employer's Liability: Workers' Compensation insurance up to statutory limits and Employer Liability insurance with policy limits of at least \$1,000,000 for bodily injury or disease.

D. Professional Liability insurance: Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 per occurrence or \$1,000,000 on a claims-made basis. However, if coverage is written on a claims-made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

Such insurance shall include Glenn County, its elected officials, officers, and employees as an additional insured, and shall not be reduced or canceled without 30 days written prior notice delivered to County. Contractor shall provide County with a certificate of insurance as evidence of insurance protection provided. Insurance certificates provided by any insurance company or underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company," or similar language. Contractor's insurance must act as primary coverage, not excess or contributing coverage. If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation Insurance to cover Contractor and Contractor's employees and partners.

14. FORCE MAJEURE

Contractor will not be responsible for any delay or failure of performance caused by fire or other casualty, labor dispute, government or military action, transportation delay, inclement weather, act of god, act or omission of county or their other contractors, failure of any government authority to timely review or to approve the services or to grant permits or approvals, or any other cause beyond Contractor's reasonable control.

15. NON-DISCRIMINATION

Contractor will not discriminate in employment practices or in the delivery of services on the basis of race, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or disability.

16. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to County: Glenn County Planning & Public Works Agency
P.O. Box 1070
Willows, CA 95988

If to Contractor:

Notice shall be deemed to be effective two days after mailing.

17. APPLICATION OF LAW

This Contract shall be governed in accordance with all the laws of the State of California.

18. DOCUMENT RETENTION.

Contractor and County agree to retain all documents relevant to this Contract for five (5) years from the termination of the contract or until all Federal/State audits are complete, whichever is later. Upon request, consultant shall make available these records to County or Federal/State government representatives.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

DATED: _____

CONTRACTOR

COUNTY OF GLENN

John Linhart, Director
Approved as to Content and Fund Availability

Tax Identification Number

APPROVED AS TO FORM:

HUSTON T. CARLYLE, JR., County Counsel
Glenn County, California